



CITY OF LAGUNA HILLS

CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA

Tuesday, July 13, 2021 – 7:00 PM
(Closed Session at 6:00 PM when scheduled)

Erica Pezold, Mayor

Don Sedgwick, Mayor Pro Tempore

Bill Hunt, Council Member

Janine Heft, Council Member

Dave Wheeler, Council Member

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

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. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes 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: While you may attend this meeting in person, those wishing to make electronic public comments at the July 13, 2021, City Council meeting, may submit comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on July 13, 2021. 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. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item you are commenting on. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council in advance to allow time for the Council Members to read them.

Announcement of Electronic Public Comments: During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all email comments received by 5:00 p.m. on July 13, 2021. 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, Twitter, etc.) will not be accepted. The email comments, including your name, will become part of the record of the City Council meeting and will be public information.

GENERAL BUSINESS - CONVENING AT 7:00 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: Pastor Brian Dagen of Calvary Chapel Mission Viejo

PLEDGE OF ALLEGIANCE: Council Member Hunt

ROLL CALL OF CITY COUNCIL MEMBERS**1. PRESENTATIONS AND PROCLAMATIONS****1.1 Presentation by Mercy House on Homeless Outreach**

Recommendation: That the City Council receive an update from Timothy Huynh on Mercy House's homeless outreach efforts in the City of Laguna Hills.

2. SCHEDULE OF FUTURE EVENTS**2.1 Schedule of Future Events**

Recommendation: That the Interim City Manager announce the upcoming City events for the months of July and August 2021.

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, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

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 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 June 22, 2021, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 22, 2021, Regular Meeting.

4.3 Approval of Minutes for June 24, 2021, Special Meeting

Recommendation: That the City Council approve the Minutes for the June 24, 2021, Special Meeting.

4.4 Approval of Minutes for June 29, 2021, Special Meeting

Recommendation: That the City Council approve the Minutes for the June 29, 2021, Special Meeting.

4.5 Ratification of July 13, 2021, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from June 16, 2021, to July 1, 2021, in the amount of \$599,348.34.

4.6 City Council Review and Confirm the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus

Recommendation: That the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus.

4.7 Adoption of Fiscal Year 2021-2022 Civic Center Budget

Recommendation: That the City Council approve and adopt the Fiscal Year 2021-2022 Civic Center Budget.

4.8 Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association

Recommendation: That the City Council: 1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting a Memorandum of Understanding between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA), and superseding all previous LHCEA Memorandums of Understanding effective July 1, 2021"; and 2) Authorize the City Manager to execute the Memorandum of Understanding.

4.9 Amendments to the ERMAC Joint Powers Agreement and Bylaws

Recommendation: That the City Council approve Amendments to the Exclusive Risk Management Authority of California Joint Powers Agreement and Bylaws.

4.10 Rejection of Bid Proposals for Citywide Pavement Rehabilitation, CIP No. 101-L & Ridge Route Drive Pavement Resurfacing, CIP No. 188

Recommendation: That the City Council reject all Bid Proposals for Citywide Pavement Rehabilitation, CIP No. 101-L & Ridge Route Drive Pavement Resurfacing, CIP No. 188 and direct Staff to reissue the Notice Inviting Bids and Specifications.

4.11 Award of Contract for Laguna Hills Civic Center Tenant & Site Improvements, Suite 160

Recommendation: That the City Council award the contract for Laguna Hills Civic Center Tenant & Site Improvements, Suite 160, to SD Design Construction Corporation, in the low bid amount of \$231,300, reject the proposal from A2Z Construct, Inc., as non-responsive, reject all other bids, and authorize the Mayor to sign the construction contract.

4.12 Award of Citywide General Street Maintenance Services Agreement

Recommendation: That the City Council award the Citywide General Street Maintenance Services Agreement to Charles Abbott Associates, Inc., in the low annual bid amount of \$681,324.20, reject all other bids, and authorize the Mayor to execute the Agreement.

4.13 Award of Citywide Tree Maintenance Services Agreement

Recommendation: That the City Council award the Citywide Tree Maintenance Services Agreement to West Coast Arborists, Inc., in the low bid amount of \$246,505.00, reject all other bids, and authorize the Mayor to execute the Agreement.

4.14 Award of Professional Services Agreements for On-Call Civil Engineering, Building and Safety, Civil Plan Check, and Building Services

Recommendation: That the City Council award the Professional Services Agreements for On-Call Civil Engineering, Building and Safety, Civil Plan Check, and Building Services to Charles Abbott Associates, Inc., and HR Green Pacific, Inc., and authorize the Mayor to execute the Agreements.

4.15 Extension of Interim Regulations for Temporary Outdoor Dining

Recommendation: That the City Council adopt a Resolution entitled: “A Resolution of the City Council of the City of Laguna Hills, California, extending the temporary outdoor dining permit program and waiver of application and appeal fees in order to further assist local restaurants in recovering from the COVID-19 pandemic.”

4.16 Cooperative Agreement C-1-3240 Between the Orange County Transportation Authority and City of Laguna Hills for Senior Mobility Program for the City of Laguna Hills Senior Dial-A-Taxi Program

Recommendation: That the City Council approve the Cooperative Agreement No. C-1-3240 between the Orange County Transportation Authority and City of Laguna Hills for Senior Mobility Program and authorize the Mayor to execute the Agreement.

4.17 Award of Senior Transportation Mobility Services Agreement to California Yellow Cab for Transportation Services for the City of Laguna Hills’ Senior Dial-A-Taxi Program

Recommendation: That the City Council approve the Senior Transportation Mobility Services Agreement with Cabco Yellow, Inc., dba California Yellow Cab and authorize the Mayor to execute the Agreement.

4.18 2021 Holiday Lighting and Decorations Agreement with the Christmas Kings

Recommendation: That the City Council waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.90 with regard to approval of the proposed holiday lighting agreement with The Christmas Kings, as it is hereby found and determined, pursuant to LHMC Section 3-08.110, that compliance is not in the City's best interest at this time based on the information presented herein by City Staff, approve the Lighting Agreement, and authorize the Interim City Manager to execute the Lighting Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR**5. PLANNING AGENCY****5.1. ROLL CALL OF PLANNING AGENCY MEMBERS****5.2. PUBLIC COMMENTS**

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

5.3. APPROVAL OF MINUTES**5.3.1 Approval of Minutes for June 22, 2021, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the June 22, 2021, Regular Meeting.

5.4. ADMINISTRATIVE REPORTS**5.5. PLANNING AGENCY PUBLIC HEARINGS****PLANNING AGENCY ADJOURNMENT****6. CITY COUNCIL PUBLIC HEARINGS****6.1 Confirmation of 2021 Weed Abatement Cost Report**

Recommendation: That the City Council conduct a public hearing regarding the 2021 Weed Abatement Cost Report and adopt a Resolution entitled: "A

Resolution of the City Council of the City of Laguna Hills, California, confirming the 2021 Weed Abatement Cost Report and providing for the collection of weed abatement assessments on the next regular tax bill levied against the subject parcel for municipal purposes."

7. ADMINISTRATIVE REPORTS

7.1. City Manager

7.1.1 Employment Classifications, Salary Ranges, and Benefits for Management, Confidential, and Part-Time Classes of Employment with the City

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, regarding employment and establishing salary ranges and benefits for Management, Confidential, and Part-time classes of employment with the City and rescinding Resolution No. 2018-06-26-2."

7.1.2 Public Safety Update

Recommendation: That the City Council approve the Actions underway to improve public safety at and around the Laguna Hills Community Center and Sports Complex.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

10. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be August 24, 2021, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, 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 the Courtyard at La Paz Center by July 9, 2021, at 5:00 pm.



City Clerk

July 8, 2021

Date

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should 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.

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager/Community Services Director
ISSUE: Presentation by Mercy House on Homeless Outreach

RECOMMENDATION: That the City Council receive an update from Timothy Huynh on Mercy House's homeless outreach efforts in the City of Laguna Hills.

SUMMARY:

The City of Laguna Hills contracts with Mercy House Living Center to provide the City with homelessness outreach services. Timothy Huynh, Chief Program Officer, of Mercy House Living Center will be present an oral report to the City Council with an update on homelessness outreach work efforts in the City. Mercy House's latest monthly status report is attached for reference.

ATTACHMENTS:

- May 2021 -Laguna Hills Street Outreach Monthly Report

SOUTH COUNTY STREET OUTREACH PROGRAM

MONTHLY REPORT MAY 2021

MERCY  HOUSE

Report Contact:

Timothy Huynh, Chief Program Officer

EM: timothyh@mercyhouse.net

PH: (714) 836-7188 x132

May 2019-May 2021

PROGRAM HIGHLIGHTS

Regional approach to street outreach in South Orange County funded by HEAP and City partners. Our outreach services include engagement, completing housing assessments to enter CES, connecting individuals to the system of care including physical and mental health services, drug and alcohol rehabilitation, housing and other social services such as General Relief, CALFresh, Medi-Cal, and addressing other conditions that may exist.

61

People have exited the streets to permanent housing

119

People have exited the streets to temporary housing, emergency shelter or institutional care

625

CLIENTS SERVED TO DATE

30

NEW CLIENTS SERVED DURING THE MONTH

122

CLIENTS ACTIVE IN THE PROGRAM

880

HOURS OF ENGAGEMENT PROVIDED DURING THE MONTH

4,303

SERVICES PROVIDED TO DATE

1,160

RESOURCES, REFERRALS, AND LINKAGES PROVIDED TO DATE

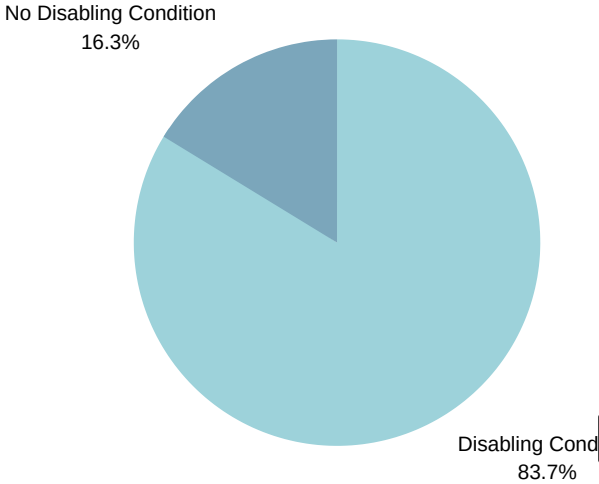
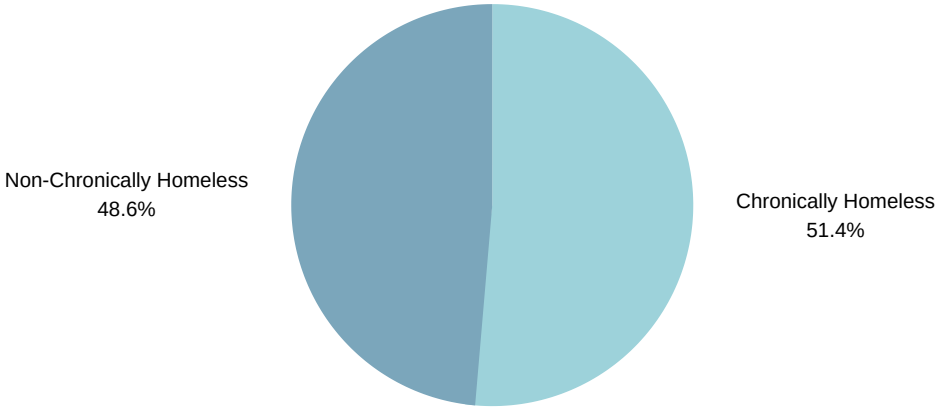
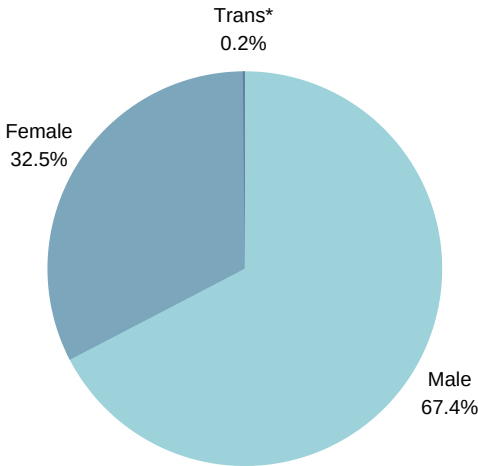
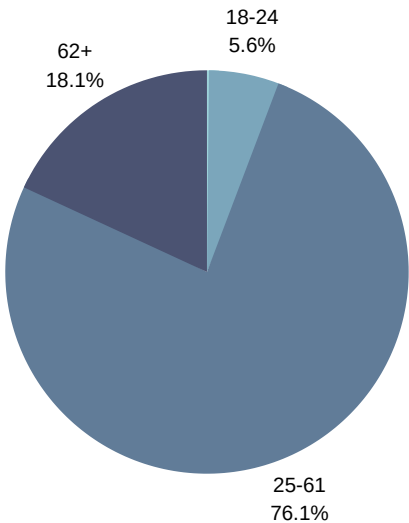


EVERYONE COUNTS

2019 POINT IN TIME COUNT:
CITY BY CITY

CITY	UNSHELTERED	SHELTERED	TOTAL
Aliso Viejo	1	0	1
Dana Point	32	0	32
Irvine	127	3	130
Laguna Beach	71	76	147
Laguna Hills	24	0	24
Laguna Niguel	7	3	10
Laguna Woods	5	0	5
Lake Forest	76	36	112
Mission Viejo	22	9	31
Rancho Santa Margarita	15	0	15
San Clemente	96	49	145
San Juan Capistrano	62	0	62
County Unincorporated	0	0	0
Domestic Violence Programs	N/A	49	49
SOUTH SERVICE PLANNING AREA	538	225	

May 2019-May 2021
DEMOGRAPHICS



Attachment: May 2021 -Laguna Hills Street Outreach Monthly Report (2514 : Mercy House)

MERCY HOUSE

October 2019-May 2021

CITY OF LAGUNA HILLS

STREET OUTREACH PROGRAM

1

People have exited the streets to permanent housing

6

People have exited the streets to temporary housing, emergency shelter or insituational care

26

CLIENTS SERVED TO DATE

2

NEW CLIENTS SERVED DURING THE MONTH

6

CLIENTS ACTIVE IN THE PROGRAM

102

HOURS OF ENGAGEMENT PROVIDED DURING THE MONTH

124

SERVICES PROVIDED TO DATE

27

RESOURCES, REFERRALS, AND LINKAGES PROVIDED TO DATE

During the month of May, Mercy House's Street Outreach team received a phone call from a concerned family member about their sibling who is currently homeless and in need of services in the city. The team were able to contact the client and set up a meeting. After a positive interaction, he was still hesitant to receiving services due to a history of his personal information being stolen. The team acknowledged his past trauma and reassured him that they would be there when we was ready.

While not interested in housing at this time, the team has been able to complete an intake with him, enroll him in the program and have witnessed a willingness to continue to meet to further discuss service support.

The team hopes as they continue to build trust and rapport with him, they can revisit the discussion on moving on to housing opportunities.





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Director of Public Services
ISSUE: Schedule of Future Events

RECOMMENDATION: That the Interim City Manager announce the upcoming City events for the months of July and August 2021.

SUMMARY:

The following is a list of upcoming events for the City of Laguna Hills in the months of July and August 2021:

Business Outreach Workshop

Thursday, July 15, 5:30 p.m., Virtual

Food Waste Recycling Informational Town Hall

Wednesday, July 28, 6:30 pm, Virtual

Parks & Recreation Commission Meeting

Wednesday, August 4, 2021, 7:00 p.m., at the Laguna Hills Civic Center Council Chamber

Housing Element Update Open House/Workshop

Thursday, August 5, 2021, 6:00 p.m. – 9:00 p.m., at the Laguna Hills Community Center

Regular City Council Meeting

Tuesday, August 24, 2021, 7:00 p.m., at the Laguna Hills Civic Center Council Chamber



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for June 22, 2021, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the June 22, 2021, Regular Meeting.

ATTACHMENTS:

- 210622 CC Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**REGULAR MEETING
MINUTES
Tuesday, June 22, 2021**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:02 p.m. by Mayor Pezold.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Mayor	Present	
Don Sedgwick	Mayor Pro Tempore	Late	6:20 p.m.
Janine Heft	Council Member	Present	
Bill Hunt	Council Member	Present	
Dave Wheeler	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Kenneth H. Rosenfield, Interim City Manager
Melissa Au-Yeung, Deputy City Manager
Janice Reyes, Finance Director
Employee Organization: Laguna Hills City Employee Association,
City Employee Organization

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no public comments on the closed session item.

CONVENE INTO CLOSED SESSION

The City Council convened into Closed Session to consider the matter listed above.

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - CONVENING AT 7:00 PM**CALL TO ORDER**

The meeting was called to order at 7:00 p.m. by Mayor Pezold.

INVOCATION: Pastor Ric Rodeheaver of Christ Community Church

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Sedgwick

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Mayor	Present	
Don Sedgwick	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Present	
Bill Hunt	Council Member	Present	
Dave Wheeler	Council Member	Present	

CLOSED SESSION REPORT**A. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Kenneth H. Rosenfield, Interim City Manager
Melissa Au-Yeung, Deputy City Manager
Janice Reyes, Finance Director

Employee Organization: Laguna Hills City Employee Association,
City Employee Organization

City Attorney Simonian stated that the City Council convened into closed session this evening pursuant to the authorities listed on the Agenda with no reportable action taken.

1. PRESENTATIONS AND PROCLAMATIONS

There were no presentations or proclamations.

2. SCHEDULE OF FUTURE EVENTS**2.1 Schedule of Future Events**

Recommendation: Interim City Manager Rosenfield announced the upcoming City events for the months of June and July 2021.

3. PUBLIC COMMENTS

The following individuals submitted electronic public comments on non-agendized items that were received, forwarded to the Council prior to the meeting, and announced into the record by Assistant City Clerk Lee:

Eyes for Good submitted an email regarding comments made by San Clemente Mayor, Kathleen Ward at a recent Transportation Corridor Agencies Board of Directors meeting.

The following individuals addressed the City Council on non-agendized items:

Morena Rivera, a resident of Laguna Hills, thanked the City Council and Sheriff's Department for their recent efforts to address crime in the Via Lomas neighborhood and reported on her efforts to encourage participation from her neighbors and homeowner's association.

Neel Patel, a resident of Laguna Hills, spoke regarding landscape maintenance, requested Laguna Hills residents to be allowed to speak first at the continued Public Hearing for The Village at Laguna Hills Project, and reported on a Facebook survey regarding condos versus apartments at The Village at Laguna Hills Project.

4. CONSENT CALENDAR

Motion to approve the Consent Calendar with Council Member Wheeler removing Item No. 4.9, Item No. 4.11 and Item No. 4.12 and Mayor Pezold removing Item No. 4.6 and Item No. 4.8.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Dave Wheeler, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member, Bill Hunt, Council Member; Dave Wheeler, Council Member

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 June 8, 2021, Special Meeting

Recommendation: That the City Council approve the Minutes for the June 8, 2021, Special Meeting.

4.3 Approval of Minutes for June 8, 2021, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 8, 2021, Regular Meeting.

4.4 Ratification of June 22, 2021, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 28, 2021, to June 15, 2021, in the amount of \$376,183.56.

4.5 City Council Review and Confirm the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus and Confirmation of the Interim Director of Emergency Services/Interim City Manager's Executive Orders Related Thereto

Recommendation: That the City Council: 1) Review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Interim Director of Emergency Services/Interim City Manager's Executive Orders related thereto.

4.7 Progress Payment No. 3, Final, and Contract Change Order No. 1, for Community Center HVAC and Roof Replacement Project, CIP No. 513-B.

Recommendation: That the City Council approve Contract Change Order No. 1 and Progress Payment No. 3, Final, in the net amount of \$76,148.44, to West Gate Contractor, for Community Center HVAC and Roof Replacement Project, CIP No. 513-B, authorize the filing of the Notice of Completion and subsequent release of retention in 35 days, if no liens have been filed.

4.10 Professional Services Agreement with Eide Bailly, LLP, Independent Auditor

Recommendation: That the City Council approve the proposed Professional Services Agreement with Eide Bailly, LLP and authorize the Mayor to execute the

Agreement for Independent Financial Auditing and Accounting Consulting Services for the Fiscal Years ending June 30, 2021, to June 30, 2026.

4.13 Resolution Adopting a List of Projects for Fiscal Year 2021-2022 Funded By SB 1: the Road Repair and Accountability Act of 2017

Recommendation: That the City Council adopt Resolution No. 2021-06-22-4: "A Resolution of the City Council of the City of Laguna Hills, California, adopting a list of street maintenance projects for Fiscal Year 2021-2022 funded by SB1: The Road Repair and Accountability Act of 2017."

ITEMS REMOVED FROM THE CONSENT CALENDAR

4.9 Award of Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement

Recommendation: That the City Council award the Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement to Jonset Corporation, dba Sunset Property Services, Inc., in the low annual base bid amount of \$202,241.00, reject all other bids, and authorize the Mayor to execute the Agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Don Sedgwick, Mayor Pro Tempore
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

4.11 Adoption of the Annual Appropriations Limit for Fiscal Year 2021-2022

Recommendation: That the City Council adopt Resolution No. 2021-06-22-2: "A Resolution of the City Council of the City of Laguna Hills, California, determining and adopting an Appropriations Limit for the 2021-2022 Fiscal Year in accordance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

4.12 Renewed Measure M (M2) Compliance Reporting to the Orange County Transportation Authority (OCTA)

Recommendation: That the City Council: 1) Approve the Measure M (M2) Compliance Submittal to OCTA including, but not limited, to the Seven-Year Capital Improvement Program; and 2) Adopt the adopt Resolution No. 2021-06-22-3: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the status and update of the Circulation Element and Mitigation Fee Program for the Measure M (M2) Program."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

4.6 Records Retention Management

Recommendation: That the City Council adopt Resolution No. 2021-06-22-1: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Mayor
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

4.8 **Amendment No. 3 to the Professional Services Agreement with Kosmont & Associates, Inc.**

Recommendation: That the City Council approve Amendment No. 3 to the Professional Services Agreement with Kosmont & Associates, Inc., and authorize the City Manager to execute said Amendment No. 3.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Mayor
SECONDER:	Don Sedgwick, Mayor Pro Tempore
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

5. CITY COUNCIL PUBLIC HEARINGS

5.1 **Adoption of the Biennial Budget for the 2021-2022 & 2022-2023 Fiscal Years, Including the Operating Budget, Debt Service, Six-Year Capital Improvement Plan, and Other Appropriations and Amending the 2020-2021 Fiscal Year Budget, Including the Operating Budget, Capital Improvement Program, and Other Appropriations**

Interim City Manager Rosenfield reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council requests for additional information.

Mayor Pezold opened the public hearing.

The following individuals addressed the City Council on this item:

Neel Patel, a resident of Laguna Hills, expressed his concerns with the proposed biennial budget.

Robin Jochims, a resident of Laguna Hills, voiced questions she had regarding the proposed biennial budget.

Mayor Pezold closed the public hearing.

Recommendation: That the City Council: 1) Conduct a Public Hearing regarding the Biennial Budget for the 2021-2022 & 2022-2023 Fiscal Years; 2) Adopt Resolution No. 2021-06-22-5: "A Resolution of the City Council of the City of Laguna Hills, California, adopting the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna Hills for the 2021-2022

& 2022-2023 Fiscal Years"; and 3) Adopt Resolution No. 2021-06-22-6: "A Resolution of the City Council of the City of Laguna Hills, California, amending Fund 101 and Fund 600 of the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna Hills for the 2020-2021 Fiscal Year"

Motion to add wording to the Resolution to direct the City Manager to provide notice to the City Council prior to the authorization of any expenditures of American Rescue Plan Act funding.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Hunt, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

Motion to add wording to the Resolution to direct the City Manager to provide notice to the City Council in a reasonable timeframe after a transfer of funds of \$50,000 or more has occurred.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Erica Pezold, Mayor
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

Motion to move Staff's recommendation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

6. PLANNING AGENCY

Mayor Pezold recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:56 p.m.

6.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Chair	Present	
Don Sedgwick	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Bill Hunt	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

6.2. PUBLIC COMMENTS

There were no Planning Agency public comments on non-agendized items.

6.3. APPROVAL OF MINUTES**6.3.1 Approval of Minutes for June 8, 2021, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the June 8, 2021, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Agency Member
SECONDER:	Dave Wheeler, Agency Member
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

6.4. ADMINISTRATIVE REPORTS**6.4.1 Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed 2021-2022 Fiscal Year Capital Improvement Program**

Interim City Manager Rosenfield reviewed the information provided in the staff report.

Recommendation: That the Planning Agency adopt Resolution No. PA2021-06-22-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed 2021-2022 Fiscal Year Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Agency Member
SECONDER:	Bill Hunt, Agency Member
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

6.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Chair Pezold adjourned the Planning Agency Meeting at 8:59 p.m. All Council Members were present in chamber.

7. ADMINISTRATIVE REPORTS

7.1. Interim City Manager/Director of Public Services

7.1.1 Alternate Pest Control Pilot Program Final Report

Interim City Manager Rosenfield reviewed the information provided in the staff report and responded to Council requests for additional information.

Parks Supervisor Hanley responded to Council requests for additional information.

Walter Sato, Vice President and General Manager at Nieves Landscape, responded to Council requests for additional information.

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

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Bill Hunt, Council Member
SECONDER:	Don Sedgwick, Mayor Pro Tempore
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

7.2. Chief of Police Services

7.2.1 Laguna Hills Polices Services Public Safety Update Report – June 2021

Chief of Police Services Capt. Stiverson reviewed the information provided in the staff report and responded to Council requests for additional information.

The following individuals addressed the City Council on this item:

Neel Patel, a resident of Laguna Hills, voiced various concerns and provided suggestions regarding this item.

Robin Jochims, a resident of Laguna Hills, voiced various concerns and provided suggestions regarding this item.

Motion to direct Staff to evaluate security options including security personnel at the Community Center.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Mayor
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

Interim City Manager reviewed information provided in the staff report.

A motion to direct Staff to implement and evaluate suggestions provided by the public this evening and return to the next regular meeting was made by Council Member Wheeler, seconded by Mayor Pezold. No action was taken on this motion.

Recommendation: That the City Council receive and file the Laguna Hills Police Services Public Safety Update Report - June 2021.

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Bill Hunt, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized and presented by City Council Members.

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

There were no City Council Member committee reports.

10. CITY COUNCIL MEMBER COMMENTS**Council Member Wheeler**

Council Member Wheeler requested that a discussion regarding street sweeping signage be agendized for a future meeting and received a second from Mayor Pezold.

Council Member Wheeler inquired about grant applications made by the City.

Council Member Heft

Council Member Heft indicated that she was interested in a discussion regarding contracting a grant writing company signage in the future.

Mayor Pezold

Mayor Pezold requested that the Planning Agency receive progress reports regarding projects and center updates and received a second from Council Member Hunt.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Pezold declared the meeting adjourned at 11:18 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Erica Pezold, Mayor

Approved at meeting of June 24, 2021



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for June 24, 2021, Special Meeting

RECOMMENDATION: That the City Council approve the Minutes for the June 24, 2021, Special Meeting.

ATTACHMENTS:

- 210624 CC Special Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**SPECIAL MEETING
MINUTES
Thursday, June 24, 2021**

JOINT CITY COUNCIL/PLANNING AGENCY MEETING

CALL TO ORDER

The meeting was called to order at 5:10 p.m. by Mayor/Chair Pezold.

PLEDGE OF ALLEGIANCE: Council/Agency Member Wheeler

ROLL CALL OF CITY COUNCIL/PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Mayor/Chair	Present	
Don Sedgwick	Mayor Pro Tempore/Vice Chair	Present	
Janine Heft	Council/Agency Member	Present	
Bill Hunt	Council/Agency Member	Present	
Dave Wheeler	Council/Agency Member	Present	

PUBLIC COMMENTS

JOINT CITY COUNCIL/PLANNING AGENCY PUBLIC HEARINGS

- 1 **The Village at Laguna Hills – a Request by MGP Fund X Laguna Hills, LLC to Modify the Previously Approved Five Lagunas Project to Continue to Redevelop the Former Laguna Hills Mall Site Located at 24155 Laguna Hills Mall, Including Adoption of the Fifth Addendum to the City of Laguna Hills General Plan Program Environmental Impact Report as Previously Addended (State Clearinghouse No. 20080811100) and Approval of Site Development Permit, Master Sign Program, Conditional Use Permits, Parking Use Permit, Vesting Tentative Tract Map, Development Agreement, Precise Plan No. USE-0010-2019**

Interim City Manager/Director of Public Services Rosenfield provided introductory comments on this item and responded to Council/Agency Members requests for additional information.

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council/Agency Members requests for additional information.

Mayor/Chair Pezold opened the public hearing.

At Mayor/Chair Pezold's request, Assistant City Clerk Lee announced the electronic public comments that were received from Laguna Hills residents.

The following individuals addressed the City Council/Planning Agency on the public hearing item:

Laguna Hills Residents in Opposition of the Project as Presented

Elvia Santos	Janet Smith	John Immaratu
Carlos Melchor	Alan Lusolito	Kanchan Tailor
Thomas O'Hagan	Lydia Hervatin	
Karen Liftin	Marcae Taurus	

Laguna Hills Residents in Favor of the Project as Presented

John Hogan	Lyndon Brown
------------	--------------

Laguna Hills Residents in Favor of the Project with Modifications/Conditions

Karen Stone	Denise Legters	Neel Patel
-------------	----------------	------------

Laguna Hills Residents with a Neutral Position on the Project

Robin Jochims	Mark Schaff	Florina Massbaum
---------------	-------------	------------------

Non-Residents in Opposition of the Project as Presented

Jonah Breslau	Jaime Gomez	Liliana Rodriguez
Debbi Smith	Joseph Murphy	Araceli de la Rosa
Kristin Strickler	Nick Taurus	Isabel Barrera
Jose Preciado	Alma Lopez	

Non-Residents in Favor of the Project as Presented

Eric Nelson

Mayor/Chair Pezold recessed the meeting at 7:05 p.m.

Mayor/Chair Pezold reconvened the meeting at 7:20 p.m.

Public comments continued and the following individuals addressed the City Council/Planning Agency on the public hearing item:

Non-Residents in Favor of the Project as Presented

Les Card	Crystal Jade	Paul Simonds
Shari Feinberg	John Hanna	Andrew Bandak
Curt Stanley	Stephanie Martinez	James English
Sunti Kumkim,	Damian Fussel	Jerry Hu
Scott Anderson	Kristen Camuglia	
Angel Guevera	Connor Chung	
	Rich Gomez	

Non-Residents in Favor of the Project with Modifications/Conditions

Jim Ford	Rona Henry	Kimberly Adams
----------	------------	----------------

There being no further public comments, Mayor/Chair Pezold closed the public comment portion of the public hearing.

Keil Maberry, Managing Principal, Linscott Law & Greenspan, responded to Council/Agency Members requests for additional information.

Stephen Logan, Vice President of Development, Merlone Geier Partners, responded to Council/Agency Members requests for additional information.

Karen Gulley, Managing Principal, PlaceWorks, responded to Council/Agency Members requests for additional information.

Ken Hira, President, Kosmont Companies, responded to Council/Agency Members requests for additional information.

Chief of Police Services, Capt. Stiverson responded to Council/Agency Members requests for additional information.

Mayor/Chair Pezold recessed the meeting at 9:30 p.m.

Mayor/Chair Pezold reconvened the meeting at 9:45 p.m.

Bill Kelly, President/CEO, Kelly Associates Management Group, LLC, provided a PowerPoint presentation and responded to Council/Agency Members requests for additional information.

Don Caskey, Laguna Hills Parks and Recreation Commissioner, responded to Council/Agency Members requests for additional information.

Matthew Gray, Partner, Perkins Coie, responded to Council/Agency Members requests for additional information.

David Geiser, Managing Director, Merlone Geier Partners, responded to Council/Agency Members requests for additional information.

Recommendation: That the City Council and Planning Agency take the following actions:

- 1) Resume the Joint Public Hearing;
- 2) That the Planning Agency and City Council:
 - a) Independently consider the City of Laguna Hills General Plan Program Environmental Impact Report (PEIR) (State Clearinghouse No. 20080811100) as previously addended for the Five Lagunas Project along with the Fifth Addendum to the PEIR;
 - b) Adopt a Resolution entitled: "A Joint Resolution of the Planning Agency and the City Council of the City of Laguna Hills, California, adopting the Fifth Addendum to the 2009 General Plan Program Environmental Impact Report as previously addended for the Five Lagunas Project and a Mitigation Monitoring and Reporting Program for the Village at Laguna Hills Project pursuant to the California Environmental Quality Act";
- 3) Adopt a Resolution entitled: "A Joint Resolution of the Planning Agency and City Council of the City of Laguna Hills, California, approving Site Development Permit, Master Sign Program, Conditional Use Permit, Vesting Tentative Tract Map, Development Agreement, Precise Plan No. USE-0010-2019, a request by MGP Fund X Laguna Hills, LLC, to modify the previously approved Five Lagunas Project to continue to redevelop the former Laguna Hills Mall site located at 24155 Laguna Hills Mall, and making certain findings in connection therewith";
- 4) That the City Council introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, approving and adopting a Development Agreement between the City of Laguna Hills and MGP Fund X Laguna Hills, LLC for the Village at Laguna Hills Project."

A motion to continue the public hearing to a later date, at least 6 months from now to renegotiate the development agreement was made by Council/Agency Member Hunt, seconded by Mayor/Chair Pezold. This motion was subsequently withdrawn by Council/Agency Member Hunt. As a result, no action was taken on this motion.

Motion to continue the public hearing to a Special Joint Meeting of the City Council/Planning Agency on Tuesday, June 29, 2021, at 5:00 p.m. (or as soon thereafter as possible), in the City Council Chamber, City Hall.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Mayor Pro Tempore/Vice Chair
SECONDER:	Janine Heft, Council/Agency Member
AYES:	Erica Pezold, Mayor/Chair; Don Sedgwick, Mayor Pro Tempore/Vice Chair; Janine Heft, Council/Agency Member; Bill Hunt, Council/Agency Member; Dave Wheeler, Council/Agency Member

ADJOURNMENT

There being no further business before the City Council/Planning Agency at this session, Mayor/Chair Pezold declared the meeting adjourned at 12:15 a.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Erica Pezold, Mayor

Approved at meeting of July 13, 2021



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for June 29, 2021, Special Meeting

RECOMMENDATION: That the City Council approve the Minutes for the June 29, 2021, Special Meeting.

ATTACHMENTS:

- 210629 CC Special Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**SPECIAL MEETING
MINUTES
Tuesday, June 29, 2021**

JOINT CITY COUNCIL/PLANNING AGENCY MEETING

CALL TO ORDER

The meeting was called to order at 5:01 p.m. by Mayor/Chair Pezold.

ROLL CALL OF CITY COUNCIL/PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Mayor/Chair	Present	
Don Sedgwick	Mayor Pro Tempore/Vice Chair	Present	
Janine Heft	Council/Agency Member	Present	
Bill Hunt	Council/Agency Member	Present	
Dave Wheeler	Council/Agency Member	Present	

PLEDGE OF ALLEGIANCE: Council/Agency Member Heft

JOINT CITY COUNCIL/PLANNING AGENCY PUBLIC HEARINGS

- 1 **The Village at Laguna Hills – a Request by MGP Fund X Laguna Hills, LLC to Modify the Previously Approved Five Lagunas Project to Continue to Redevelop the Former Laguna Hills Mall Site Located at 24155 Laguna Hills Mall, Including Adoption of the Fifth Addendum to the City of Laguna Hills General Plan Program Environmental Impact Report as Previously Addended (State Clearinghouse No. 20080811100) and Approval of Site Development Permit, Master Sign Program, Conditional Use Permits, Parking Use Permit, Vesting Tentative Tract Map, Development Agreement, Precise Plan No. USE-0010-2019**

Community Development Director Chantarangsu provided introductory comments on this item and responded to Council/Agency Members requests for additional information.

Interim City Manager/Director of Public Services Rosenfield provided introductory comments on this item and responded to Council/Agency Members requests for additional information.

Mayor/Chair Pezold opened the public hearing.

City Attorney Simonian responded to Council/Agency Members requests for additional information.

A motion to rescind the January 22, 2021 project application "deemed complete" letter and re-issue one dated June 24, 2021, was made by Council/Agency Member Wheeler, seconded by Mayor/Chair Pezold.

Substitute motion to explore a secondary legal opinion from separate legal counsel.

RESULT:	FAILED [2 TO 3]
MOVER:	Erica Pezold, Mayor/Chair
SECONDER:	Dave Wheeler, Council/ Agency Member
AYES:	Erica Pezold, Mayor/Chair, Dave Wheeler, Council/ Agency Member
NAYS:	Don Sedgwick, Mayor Pro Tempore/Vice Chair, Janine Heft, Council/Agency Member, Bill Hunt, Council/Agency Member

Mayor/Chair Pezold called for a roll call vote on the original motion as moved by Council/Agency Member Wheeler, seconded by Mayor/Chair Pezold.

RESULT:	FAILED [2 TO 3]
MOVER:	Dave Wheeler, Council/ Agency Member
SECONDER:	Erica Pezold, Mayor/Chair
AYES:	Erica Pezold, Mayor/Chair, Dave Wheeler, Council/ Agency Member
NAYS:	Don Sedgwick, Mayor Pro Tempore/Vice Chair, Janine Heft, Council/Agency Member, Bill Hunt, Council/Agency Member

Stephen Logan, Vice President of Development, Merlone Geier Partners, responded to Council/Agency Members requests for additional information.

David Geiser, Managing Director, Merlone Geier Partners, responded to Council/Agency Members requests for additional information.

Julie Jones, Partner, Perkins Coie, responded to Council/Agency Members requests for additional CEQA information.

Ricia Hager, Director, Woodruff Spradlin Smart, responded to Council/Agency Members requests for additional CEQA information.

Mayor/Chair Pezold recessed the meeting at 7:09 p.m.

Mayor/Chair Pezold reconvened the meeting at 7:22 p.m.

Ken Hira, President, Kosmont Companies, responded to Council/Agency Members requests for additional information.

Robert Valenti, Vice President, Kosmont Companies, responded to Council/Agency Members requests for additional information.

Mayor/Chair Pezold recessed the meeting at 9:04 p.m.

Mayor/Chair Pezold reconvened the meeting at 9:18 p.m.

Stephen Logan, Vice President of Development, Merlone Geier Partners, provided rebuttal comments on behalf of the applicant.

Mayor/Chair closed the public hearing and brought the item back to the City Council/ Planning Agency for deliberation.

Mayor/Chair Pezold recessed the meeting at 10:40 p.m.

Mayor/Chair Pezold reconvened the meeting at 10:51 p.m.

Council/Agency Members provided comments and direction to Staff.

Recommendation: That the City Council and Planning Agency take the following actions:

- 1) Resume the Joint Public Hearing;
- 2) That the Planning Agency and City Council:
 - a) Independently consider the City of Laguna Hills General Plan Program Environmental Impact Report (PEIR) (State Clearinghouse No. 20080811100) as previously addended for the Five Lagunas Project along with the Fifth Addendum to the PEIR;
 - b) Adopt a Resolution entitled: "A Joint Resolution of the Planning Agency and the City Council of the City of Laguna Hills, California, adopting the Fifth Addendum to the 2009 General Plan Program Environmental Impact Report as previously addended for the Five Lagunas Project and a Mitigation Monitoring and Reporting Program for the Village at Laguna Hills Project pursuant to the California Environmental Quality Act";

- 3) Adopt a Resolution entitled: "A Joint Resolution of the Planning Agency and City Council of the City of Laguna Hills, California, approving Site Development Permit, Master Sign Program, Conditional Use Permit, Vesting Tentative Tract Map, Development Agreement, Precise Plan No. USE-0010-2019, a request by MGP Fund X Laguna Hills, LLC, to modify the previously approved Five Lagunas Project to continue to redevelop the former Laguna Hills Mall site located at 24155 Laguna Hills Mall, and making certain findings in connection therewith";
- 4) That the City Council introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, approving and adopting a Development Agreement between the City of Laguna Hills and MGP Fund X Laguna Hills, LLC for the Village at Laguna Hills Project."

Motion to: 1) Continue the public hearing to a Joint Meeting of the City Council/Planning Agency at the Regular Meeting of the City Council scheduled for December 14, 2021, at 7:00 p.m. (or as soon thereafter as possible), in the City Council Chamber, City Hall; 2) Direct the Interim City Manager to attempt to renegotiate the terms of the proposed development agreement consistent with the City Council/Planning Agency Member comments and feedback given at this meeting, with the understanding that the matter may be brought back to the City Council/Planning Agency at an earlier date provided all notice required by law is given; 3) Direct the Interim City Manager to provide frequent written status reports to the City Council on the progress of the negotiations; and 4) Direct the Interim City Manager to commence the procurement process to obtain professional services of a professional development agreement negotiator.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Hunt, Council/Agency Member
SECONDER:	Erica Pezold, Mayor/Chair
AYES:	Erica Pezold, Mayor/Chair; Don Sedgwick, Mayor Pro Tempore/Vice Chair; Janine Heft, Council/Agency Member; Bill Hunt, Council/Agency Member; Dave Wheeler, Council/Agency Member

CLOSED SESSION

It was determined the City Council would not convene into closed session due to the late hour.

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)**A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

ADJOURNMENT

There being no further business before the City Council/Planning Agency at this session, Mayor/Chair Pezold declared the meeting adjourned at 1:14 a.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Erica Pezold, Mayor

Approved at meeting of July 13, 2021



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of July 13, 2021, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from June 16, 2021, to July 1, 2021, in the amount of \$599,348.34.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to 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 June 16, 2021, to July 1, 2021, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - July 13, 2021
- Payables Detail Report - July 13, 2021



City of Laguna Hills, CA

Warrant Register - July 13, 2021

By Check Number

Date Range: 06/16/2021 - 07/01/2021

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8819383	A-0365	AT&T - CALNET 3	06/17/2021	271.14
8819384	B-0304	BEE MAN, THE	06/17/2021	155.00
8819385	B-0431	BMI	06/17/2021	368.00
8819386	B-0440	BUCKNAM INFRASTRUCTURE GROUP, INC.	06/17/2021	145.00
8819387	C-1179	CANON SOLUTIONS AMERICA	06/17/2021	49.73
8819388	C-1144	CHARLES ABBOTT ASSOCIATES, INC	06/17/2021	55,354.88
8819389	C-1139	COMPLETE OFFICE OF CALIFORNIA	06/17/2021	903.48
8819390	C-0023	COX COMMUNICATION	06/17/2021	892.91
8819391	C-0349	CPRS - SOUTH REGION	06/17/2021	150.00
8819392	E-0602	EMPLOYMENT DEV. DEPT (EDD)	06/17/2021	262.40
8819393	J-1088	J THAYER COMPANY, INC	06/17/2021	57.19
8819394	J-1057	JAMEY CLARK, INC.	06/17/2021	5,189.02
8819395	L-1385	LOZEAU CONSULTING, TRAINING AND INVESTIGATIONS	06/17/2021	160.00
8819396	M-1600	MERCY HOUSE LIVING CENTERS, INC.	06/17/2021	1,074.76
8819397	M-1590	MILLENNIUM ALARM SYSTEMS, INC.	06/17/2021	530.00
8819398	C-0311	ORANGE COUNTY TREASURER TAX COLLECTOR	06/17/2021	23,249.81
8819399	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	06/17/2021	1,261.50
8819400	P-1834	PLACEWORKS, INC.	06/17/2021	4,507.80
8819401	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	06/17/2021	102.36
8819402	S-2296	SHUTE, MIHALY WEINBERGER LLP	06/17/2021	243.60
8819403	S-1904	SOUTHERN CALIFORNIA EDISON	06/17/2021	19,015.80
8819404	S-2295	SOUTHERN COMPUTER WAREHOUSE	06/17/2021	81.80
8819405	S-2250	SPARKLETTES	06/17/2021	46.86
8819406	W-2448	WEST GATE CONTRACTOR	06/17/2021	9,500.00
8819407	A-0317	ABRAHAM, MICHAEL	06/24/2021	562.50
8819408	A-0138	ALL CITY MANAGEMENT, INC.	06/24/2021	38,731.24
8819409	C-1177	CANON FINANCIAL SERVICES, INC.	06/24/2021	1,072.64
8819410	C-1142	CARSON, ANTHONY D., 114 TC Celebrations	06/24/2021	200.00
8819411	F-0720	FRIEDMAN IMAGING	06/24/2021	1,223.82
8819412	G-0709	JOE A. GONSALVES & SON	06/24/2021	2,900.00
8819413	K-1193	KOSMONT COMPANIES	06/24/2021	8,635.10
8819414	M-1600	MERCY HOUSE LIVING CENTERS, INC.	06/24/2021	922.39
8819415	O-1546	OFFICE SOLUTIONS	06/24/2021	413.31
8819416	P-1802	PACIFIC TRAFFIC CONTROL, INC.	06/24/2021	9,174.00
8819417	R-1800	RALPH ANDERSEN & ASSOCIATES	06/24/2021	5,000.00
8819418	S-1902	SAN DIEGO GAS & ELECTRIC	06/24/2021	34,917.98
8819419	A-0378	A.Y. NURSERY, INC.	07/01/2021	1,315.90
8819420	A-0380	AGRICULTURAL PEST CONTROL SERVICES	07/01/2021	765.00
8819421	Z-CD-0308	AMINI, ALI	07/01/2021	675.00
8819422	A-0359	ANDERSON PENNA PARTNERS, INC.	07/01/2021	15,097.50
8819423	B-0442	BOULDER EARTHWORK INC	07/01/2021	1,080.00
8819424	C-0023	COX COMMUNICATION	07/01/2021	397.43
8819425	C-1122	CROSSTOWN ELECTRICAL & DATA, INC.	07/01/2021	4,872.80
8819426	D-0461	DATA TICKET, INC.	07/01/2021	283.53
8819427	D-0561	DOCU-TRUST	07/01/2021	129.91
8819428	E-0504	EL TORO WATER DISTRICT	07/01/2021	15,111.62
8819429	E-0600	EWING IRRIGATION PRODUCTS, INC	07/01/2021	103.08
8819430	H-0829	HARTZOG & CRABILL, INC.	07/01/2021	3,994.53
8819431	H-0963	HB STAFFING	07/01/2021	6,686.40
8819432	I-0982	IDS GROUP, INC.	07/01/2021	420.00
8819433	I-0964	INNOVATIVE PROMOTIONS	07/01/2021	1,834.70
8819434	J-1090	JM JUSTUS FENCE COMPANY	07/01/2021	1,000.00
8819435	L-1240	LEAGUE OF CAL CITIES	07/01/2021	13,149.00

Attachment: Warrant Register - July 13, 2021 (2520 : Warrant Register, July 13, 2021)

Warrant Register - July 13, 2021

Check Number	Vendor Number	Vendor Name
8819436	M-1388	MOBILE MINI, INC.
8819437	M-1302	MOULTON NIGUEL WATER DISTRICT
8819438	N-1474	NIEVES LANDSCAPE, INC.
8819439	C-1007	OCSO LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX
8819440	O-1546	OFFICE SOLUTIONS
8819441	R-1967	RUSSELL, RICHARD WYATT
8819442	Z-CD-0295	SOUTH COAST ROOF INC
8819443	S-1904	SOUTHERN CALIFORNIA EDISON
8819444	S-2299	SPECIALTY MOWING SERVICES, INC.
8819445	U-2121	U.S. POSTAL SERVICE
8819446	U-2121	U.S. POSTAL SERVICE
8819447	W-2337	WEST COAST ARBORISTS, INC.
8819448	W-2377	WILLDAN ENGINEERING
8819449	R-1801	WOODRUFF, SPRADLIN & SMART
8819450	Z-2615	ZIMPRICH ENGINEERING INC
8819451	Z-CD-0257	COVER RIGHT ROOFING INC
8819452	Z-CD-0307	DIAZ, ALEXIS
8819453	Z-CD-0147	JIM MURRAY ROOFING INC.
8819454	O-1528	OCTA
8819455	Z-CD-0203	PACIFIC CREST ROOFING
8819456	U-2121	U.S. POSTAL SERVICE
8819457	Z-CD-0137	VAZQUEZ, AGUSTIN

Date Range: 06/16/2021 - 07/01/2021

Payment Date	Payment Amount
07/01/2021	809.35
07/01/2021	4,919.48
07/01/2021	95,755.32
07/01/2021	10,939.56
07/01/2021	335.10
07/01/2021	2,136.00
07/01/2021	1,260.00
07/01/2021	955.49
07/01/2021	50,000.00
07/01/2021	245.00
07/01/2021	2,500.00
07/01/2021	27,990.30
07/01/2021	588.00
07/01/2021	69,081.25
07/01/2021	10,550.00
07/01/2021	960.00
07/01/2021	23.76
07/01/2021	1,680.00
07/01/2021	2,892.00
07/01/2021	2,130.00
07/01/2021	750.00
07/01/2021	360.00
Total Regular:	581,103.03

Attachment: Warrant Register - July 13, 2021 (2520 : Warrant Register, July 13, 2021)

Warrant Register - July 13, 2021

Date Range: 06/16/2021 - 07/01/2021

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0001638	B-0276	BANK OF AMERICA VISA CARD	06/16/2021	1,629.75
DFT0001639	B-0276	BANK OF AMERICA VISA CARD	06/16/2021	15,215.64
DFT0001640	B-0276	BANK OF AMERICA VISA CARD	06/16/2021	621.46
DFT0001641	B-0276	BANK OF AMERICA VISA CARD	06/16/2021	417.05
DFT0001642	B-0276	BANK OF AMERICA VISA CARD	06/16/2021	361.41
Total Bank Draft:				18,245.31

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	118	75	0.00	581,103.03
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	18,245.31
EFT's	0	0	0.00	0.00
	123	80	0.00	599,348.34

Attachment: Warrant Register - July 13, 2021 (2520 : Warrant Register, July 13, 2021)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	118	75	0.00	581,103.03
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	18,245.31
EFT's	0	0	0.00	0.00
	123	80	0.00	599,348.34

Fund Summary

Fund	Name	Period	Amount
998	POOL	6/2021	245,571.33
998	POOL	7/2021	353,777.01
			599,348.34



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 06/16/2021 - 07/01/2021

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
06/16/2021	BANK OF AMERICA VISA CARD	052021 COMSVCS	Departmental Expenditure, May '21	100-195-622000	2,353.64
06/16/2021	BANK OF AMERICA VISA CARD	052021 COMSVCS	Departmental Expenditure, May '21	100-195-720050	1,012.98
06/16/2021	BANK OF AMERICA VISA CARD	052021 COMSVCS	Departmental Expenditure, May '21	100-195-940000	366.03
06/16/2021	BANK OF AMERICA VISA CARD	052021 COMSVCS	Departmental Expenditure, May '21	100-310-622502	969.70
06/16/2021	BANK OF AMERICA VISA CARD	052021 COMSVCS	Departmental Expenditure, May '21	100-310-695502	9.99
06/16/2021	BANK OF AMERICA VISA CARD	052021 COMSVCS	Departmental Expenditure, May '21	100-310-695507	10,503.30
06/16/2021	BANK OF AMERICA VISA CARD	052021 GENGOV2	Departmental Expenditure, May '21	100-155-622000	896.49
06/16/2021	BANK OF AMERICA VISA CARD	052021 GENGOV2	Departmental Expenditure, May '21	100-155-626000	59.25
06/16/2021	BANK OF AMERICA VISA CARD	052021 GENGOV2	Departmental Expenditure, May '21	100-195-720050	499.98
06/16/2021	BANK OF AMERICA VISA CARD	052021 GENGOV2	Departmental Expenditure, May '21	100-195-940000	174.03
06/16/2021	BANK OF AMERICA VISA CARD	052021 POLSVCS	Departmental Expenditure, May '21	100-420-622000	361.41
06/16/2021	BANK OF AMERICA VISA CARD	052021 PUBSVCS	Departmental Expenditure, May '21	100-355-720400	30.92
06/16/2021	BANK OF AMERICA VISA CARD	052021 PUBSVCS	Departmental Expenditure, May '21	100-355-720701	590.54
06/17/2021	AT&T - CALNET 3	000016566853	Traffic Signal, Public Services, May	100-355-630000	23.67
06/17/2021	AT&T - CALNET 3	000016573999	Alarm, Com Ctr & City Hall Lines, Jun '21	100-195-630000	155.61
06/17/2021	AT&T - CALNET 3	000016573999	Alarm, Com Ctr & City Hall Lines, Jun '21	100-310-630100	91.86
06/17/2021	COX COMMUNICATION	060521	T-1 Line, Jun '21	100-195-630000	892.91
06/17/2021	CPRS - SOUTH REGION	060721	Annual Membership	100-310-610000	150.00
06/17/2021	SOUTHERN CALIFORNIA EDISON	061021 - Acct #7002345C	Street Lights, Traffic Control, Apr & May '21	100-356-631400	19,015.80
06/17/2021	BEE MAN, THE	114643	Bee Removal, Public Services, May	100-355-720701	155.00
06/17/2021	SPARKLETTTS	12194330 052621	Operating Supplies, Comm Ctr, May '21	100-310-622005	46.86
06/17/2021	J THAYER COMPANY, INC	1529780-0	Operating Supplies, Comm Ctr, Jun	100-310-622005	57.19
06/17/2021	PRINTEX PRINTING AND GRAPHICS INC.	21779 (1)	Special Events-Program Service, Jun '21	100-310-695500	102.36
06/17/2021	WEST GATE CONTRACTOR	25	Graffiti Removal, Public Services, May '21	100-355-720500	9,500.00
06/17/2021	COMPLETE OFFICE OF CALIFORNIA	2570421-0	Computer Supplies, Jun '21	100-195-621000	1,244.51
06/17/2021	SHUTE, MIHALY WEINBERGER LLP	272898	Professional Services, Legal, Apr '21	100-155-700011	243.60
06/17/2021	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-01.16	Computer Consulting Services, May '21	100-356-700100	145.00
06/17/2021	BMI	40306360	License Agreement, FY 21/22	100-000-140000	368.00
06/17/2021	CANON SOLUTIONS AMERICA	4036433982	Copier Usage, Community Services, May '21	100-195-641200	49.73
06/17/2021	MERCY HOUSE LIVING CENTERS, INC.	5003-21-03	Contract Services - Homelessness, Mar '21	100-310-720302	1,074.76
06/17/2021	CHARLES ABBOTT ASSOCIATES, INC	62598	Road Maintenance, May '21	100-356-700255	55,354.88
06/17/2021	JAMEY CLARK, INC.	72568	Park Repairs, Public Services, May '21	100-355-720701	1,550.00
06/17/2021	JAMEY CLARK, INC.	72576	Park Repairs, Public Services, Jun '21	100-355-720701	325.00
06/17/2021	JAMEY CLARK, INC.	72577	Park Repairs, Public Services, Jun '21	100-355-720701	1,459.15
06/17/2021	JAMEY CLARK, INC.	72599	Graffiti Removal, Public Services, May '21	100-355-720500	376.00
06/17/2021	JAMEY CLARK, INC.	72608	Park Repairs, Public Services, Jun '21	100-355-720701	1,478.87
06/17/2021	PLACEWORKS, INC.	74871	Professional Services, USE-0055-2021, Mar '21	100-000-223000	1,858.95
06/17/2021	PLACEWORKS, INC.	74871	Professional Services, USE-0055-2021, Mar '21	100-000-452000	(1,858.95)
06/17/2021	PLACEWORKS, INC.	74871	Professional Services, USE-0055-2021, Mar '21	100-225-700201	1,858.95
06/17/2021	PLACEWORKS, INC.	74894	Professional Services, APP-0014-2021, Mar '21	100-225-700201	540.00

Attachment: Payables Detail Report - July 13, 2021 (2520 : Warrant Register, July 13, 2021)

Payables Detail Report

Payment Dates: 06/16/2021 - 07/01/2021

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
06/17/2021	PLACEWORKS, INC.	75120	Professional Services, USE-0055-2021, Apr '21	100-000-223000	344.25
06/17/2021	PLACEWORKS, INC.	75120	Professional Services, USE-0055-2021, Apr '21	100-000-452000	(344.25)
06/17/2021	PLACEWORKS, INC.	75120	Professional Services, USE-0055-2021, Apr '21	100-225-700201	344.25
06/17/2021	COMPLETE OFFICE OF CALIFORNIA	CM0000102	Credit Memo C2536796-0, Computer Supplies, Apr '21	100-195-621000	(341.03)
06/17/2021	SOUTHERN COMPUTER WAREHOUSE	IN-000695761	Computer Supplies, Jun '21	100-195-940000	73.87
06/17/2021	SOUTHERN COMPUTER WAREHOUSE	IN-000695795	Computer Supplies, Jun '21	100-195-940000	7.93
06/17/2021	MILLENNIUM ALARM SYSTEMS, INC.	JAN010140	Contract Service, Apr '21	100-195-720050	530.00
06/17/2021	EMPLOYMENT DEV. DEPT (EDD)	LMI-07400	Publication, Community Development, 2020 Q3	100-225-626000	262.40
06/17/2021	PARKING VIOLATIONS OC	MAY 21	Parking Fee Surcharge, May '21	100-420-720823	1,261.50
06/17/2021	TREASURER-TAX COLLECTOR	R1023	Election Services, Nov '20	100-155-720000	23,249.81
06/24/2021	ORANGE COUNTY TREASURER TAX COLLECTOR	R1023	Election Services, Nov '20	100-155-720000	23,249.81
06/24/2021	CARSON, ANTHONY D., 114 TC Celebrations	05_21	Program Expense, 1/2 Marathon	100-310-695507	200.00
06/24/2021	SAN DIEGO GAS & ELECTRIC	061621	Street Lights, Traffic Control, Com Ctr, May '21	100-310-631100	5,699.23
06/24/2021	SAN DIEGO GAS & ELECTRIC	061621	Street Lights, Traffic Control, Com Ctr, May '21	100-355-631000	6,045.59
06/24/2021	SAN DIEGO GAS & ELECTRIC	061621	Street Lights, Traffic Control, Com Ctr, May '21	100-355-631400	13,081.22
06/24/2021	SAN DIEGO GAS & ELECTRIC	061621	Street Lights, Traffic Control, Com Ctr, May '21	100-355-631900	10,091.94
06/24/2021	JOE A. GONSALVES & SON	159095	Legislative Services, Jul '21	100-000-140000	2,900.00
06/24/2021	FRIEDMAN IMAGING	2021014	Document Imaging Svcs, Jun '21	100-155-700030	1,223.82
06/24/2021	ABRAHAM, MICHAEL	21101	Professional Services, Jun '21	100-195-720050	562.50
06/24/2021	PACIFIC TRAFFIC CONTROL, INC.	24382	Program Expense, 1/2 Marathon	100-310-695507	9,174.00
06/24/2021	CANON FINANCIAL SERVICES, INC.	26910307	Lease - Copier, Comm Ctr, 6/1/21 - 6/30/21	100-195-641200	279.86
06/24/2021	CANON FINANCIAL SERVICES, INC.	26910308	Lease - Copier, City Hall, 6/1/21 - 6/30/21	100-195-641200	474.96
06/24/2021	CANON FINANCIAL SERVICES, INC.	26910309	Lease - Copier, New Admin Copier, 6/1/21 - 6/30/21	100-195-641200	317.82
06/24/2021	MERCY HOUSE LIVING CENTERS, INC.	5003-21-04	Contract Services - Homelessness, Apr '21	100-310-720302	922.39
06/24/2021	ALL CITY MANAGEMENT, INC.	69420	Crossing Guard Services, 2/21/21 - 3/6/21	100-420-720822	5,455.20
06/24/2021	ALL CITY MANAGEMENT, INC.	69627	Crossing Guard Services, 3/7/21 - 3/20/21	100-420-720822	5,455.20
06/24/2021	ALL CITY MANAGEMENT, INC.	69797	Crossing Guard Services, 3/21/21 - 4/3/21	100-420-720822	5,455.20
06/24/2021	ALL CITY MANAGEMENT, INC.	70059	Crossing Guard Services, 4/4/21 - 4/17/21	100-420-720822	2,182.08
06/24/2021	ALL CITY MANAGEMENT, INC.	70306	Crossing Guard Services, 4/18/21 - 5/1/21	100-420-720822	6,364.40
06/24/2021	OFFICE SOLUTIONS	I-01884138	Office Supplies, Jun '21	100-195-620000	282.56
06/24/2021	OFFICE SOLUTIONS	I-01884145	Operating Supplies, Jun '21	100-195-622000	55.31
06/24/2021	OFFICE SOLUTIONS	I-01885039	Office Supplies, Jun '21	100-195-620000	75.44
06/24/2021	RALPH ANDERSEN & ASSOCIATES	INV-03112	Professional Services, Mar '21	100-155-700000	1,500.00
06/24/2021	RALPH ANDERSEN & ASSOCIATES	INV-03146	Professional Services, Apr '21	100-155-700000	3,500.00
07/01/2021	WILLDAN ENGINEERING	00621281	Professional Services, May '21, GRA-03-21-0006	100-000-220444	588.00
07/01/2021	A.Y. NURSERY, INC.	0114181	Rooted Campaign Event, Jun '21	100-310-695500	1,315.90
07/01/2021	DOCU-TRUST	043473	Offsite Data Storage, Jun '21	100-155-700030	129.91
07/01/2021	COX COMMUNICATION	051921	WiFi, City Hall, May '21	100-195-630000	182.62
07/01/2021	MOULTON NIGUEL WATER DISTRICT	061021a	Water Usage, Public Services & Com Ctr, May '21	100-310-635100	595.79
07/01/2021	MOULTON NIGUEL WATER DISTRICT	061021a	Water Usage, Public Services & Com Ctr, May '21	100-355-635000	4,323.69

Attachment: Payables Detail Report - July 13, 2021 (2520 : Warrant Register, July 13, 2021)

Payables Detail Report

Payment Dates: 06/16/2021 - 07/01/2021

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
07/01/2021	COX COMMUNICATION	061921	WiFi, City Hall, Jun '21	100-195-630000	182.62
07/01/2021	COX COMMUNICATION	061921a	Cable, City Hall, Jun '21	100-195-630000	32.19
07/01/2021	U.S. POSTAL SERVICE	062021	Bulk Mail Permit	100-195-625000	245.00
07/01/2021	RUSSELL, RICHARD WYATT	062521	Contract Instructor Services, Tennis	100-310-721500	2,136.00
07/01/2021	U.S. POSTAL SERVICE	062821	Bulk Mail Permit, PRSORT STD Permit #741	100-225-700225	2,500.00
07/01/2021	SOUTHERN CALIFORNIA EDISON	063021	Street Lights, Traffic Control, Apr & May '21	100-355-631000	97.49
07/01/2021	SOUTHERN CALIFORNIA EDISON	063021	Street Lights, Traffic Control, Apr & May '21	100-355-631400	858.00
07/01/2021	EL TORO WATER DISTRICT	063021	Water Usage, Public Services, Jun '21	100-355-635000	15,111.62
07/01/2021	U.S. POSTAL SERVICE	070121	Bulk Mail, Jul '21	100-195-625000	750.00
07/01/2021	ZIMPRICH ENGINEERING INC	1	Parks Contract Repair, Jun '21	100-355-720701	10,550.00
07/01/2021	JM JUSTUS FENCE COMPANY	1	Parks Contract Repair, Jun '21	100-355-720701	1,000.00
07/01/2021	ANDERSON PENNA PARTNERS, INC.	115266	Inspection Services, May '21	100-356-700255	15,097.50
07/01/2021	SPECIALTY MOWING SERVICES, INC.	1238	Annual Weed Abatement, 2021	100-355-720730	50,000.00
07/01/2021	DATA TICKET, INC.	125408	Process Fee, Parking Citations, May	100-420-720823	283.53
07/01/2021	EWING IRRIGATION PRODUCTS, INC	14492671	Landscape Maintenance, Public Services, Jun '21	100-355-720700	103.08
07/01/2021	WEST COAST ARBORISTS, INC.	173167	Tree Trimming Services, May '21	100-355-720702	22,331.70
07/01/2021	WEST COAST ARBORISTS, INC.	173703	Tree Trimming Services, May '21	100-355-720702	5,658.60
07/01/2021	IDS GROUP, INC.	19X063.01-2	Community Center Renovation, CIP No. 513-B	100-600-790600	420.00
07/01/2021	HARTZOG & CRABILL, INC.	21-0230	Plan Check Services, May '21, GRA-03-21-0006	100-000-220444	481.25
07/01/2021	HARTZOG & CRABILL, INC.	21-0238	Traffic Sig Mgmt Svc, CIP 168-K & 168-I, May '21	100-356-700101	3,388.28
07/01/2021	HARTZOG & CRABILL, INC.	21-0238	Traffic Sig Mgmt Svc, CIP 168-K & 168-I, May '21	100-600-790600	125.00
07/01/2021	INNOVATIVE PROMOTIONS	24431	Marathon 5k, Jun '21	100-310-695507	1,834.70
07/01/2021	CROSSTOWN ELECTRICAL & DATA,	4296-21-006	Traffic Signal Maintenance, Jun '21	100-356-720420	4,872.80
07/01/2021	AGRICULTURAL PEST CONTROL SERVICES	593383	Landscape Maintenance, May '21	100-355-720700	255.00
07/01/2021	AGRICULTURAL PEST CONTROL SERVICES	593384	Landscape Maintenance, May '21	100-355-720700	170.00
07/01/2021	AGRICULTURAL PEST CONTROL SERVICES	593385	Landscape Maintenance, Jun '21	100-355-720700	340.00
07/01/2021	LEAGUE OF CAL CITIES	640732	City Membership, 2021	100-155-610001	13,149.00
07/01/2021	BOULDER EARTHWORK INC	6438	Parks Contract Repair, Jun '21	100-355-720701	1,080.00
07/01/2021	WOODRUFF, SPRADLIN & SMART	68515 - 68516	Professional Services Legal, May '21	100-155-700010	17,242.20
07/01/2021	WOODRUFF, SPRADLIN & SMART	68515 - 68516	Professional Services Legal, May '21	100-155-700011	1,320.00
07/01/2021	WOODRUFF, SPRADLIN & SMART	68515 - 68516	Professional Services Legal, May '21	100-155-700014	748.00
07/01/2021	NIEVES LANDSCAPE, INC.	69790	Monthly and Misc Landscape, Jun '21	100-355-720700	84,508.00
07/01/2021	NIEVES LANDSCAPE, INC.	69878	Monthly and Misc Landscape, May	100-355-720700	143.30
07/01/2021	NIEVES LANDSCAPE, INC.	69879	Monthly and Misc Landscape, May	100-355-720700	165.90
07/01/2021	NIEVES LANDSCAPE, INC.	69880	Monthly and Misc Landscape, Jun '21	100-355-720700	807.01
07/01/2021	NIEVES LANDSCAPE, INC.	69894	Tree Trimming, Jun '21	100-355-720702	8,075.00
07/01/2021	NIEVES LANDSCAPE, INC.	69895	Monthly and Misc Landscape, Jun '21	100-355-720700	122.09
07/01/2021	NIEVES LANDSCAPE, INC.	69896	Monthly and Misc Landscape, Jun '21	100-355-720700	360.28
07/01/2021	NIEVES LANDSCAPE, INC.	69897	Monthly and Misc Landscape, Jun '21	100-355-720730	91.22
07/01/2021	NIEVES LANDSCAPE, INC.	69952	Monthly and Misc Landscape, Jun '21	100-355-720700	260.58
07/01/2021	NIEVES LANDSCAPE, INC.	69953	Monthly and Misc Landscape, Apr '21	100-355-720700	480.00
07/01/2021	NIEVES LANDSCAPE, INC.	69957	Monthly and Misc Landscape, Jun '21	100-355-720700	741.94
07/01/2021	MOBILE MINI, INC.	9010804970	Storage Rental, Community Center, 6/15 - 7/12/21	100-310-641000	82.97
07/01/2021	MOBILE MINI, INC.	9010815616	Storage Rental, Community Center, 6/16 - 7/13/21	100-310-641000	726.38
07/01/2021	HB STAFFING	910554494	Temporary Staffing, 5/6/21 - 5/9/21	100-225-512000	151.20
07/01/2021	HB STAFFING	910554722	Temporary Staffing, 5/10/21 -	100-225-512000	1,276.80
07/01/2021	HB STAFFING	910554743	Temporary Staffing, 5/17/21 -	100-225-512000	1,176.00
07/01/2021	HB STAFFING	910554868	Temporary Staffing, 5/24/21 -	100-225-512000	1,075.20
07/01/2021	HB STAFFING	910554995	Temporary Staffing, 5/31/21 - 6/6/21	100-225-512000	806.40

Attachment: Payables Detail Report - July 13, 2021 (2520 : Warrant Register, July 13, 2021)

Payables Detail Report

Payment Dates: 06/16/2021 - 07/01/2021

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
07/01/2021	HB STAFFING	910555118	Temporary Staffing, 6/7/21 - 6/13/21	100-225-512000	1,075.20
07/01/2021	HB STAFFING	910555251	Temporary Staffing, 6/14/21 -	100-225-512000	1,125.60
07/01/2021	OCTA	AR142508	Annual Lease, FY 21/22	100-356-700100	2,892.00
07/01/2021	COVER RIGHT ROOFING INC	CD-0710-BLDR-0829-202	Refund, C&D Deposit, REC-004979-2021	100-000-227001	960.00
07/01/2021	DIAZ, ALEXIS	CD-0711-PLMR-0652-202	Refund, Permit Fees, REC-005167-2021	100-000-442000	23.76
07/01/2021	JIM MURRAY ROOFING INC.	CD-0712-BLDR-0823-202	Refund, C&D Deposit, REC-004929-2021	100-000-227001	1,680.00
07/01/2021	PACIFIC CREST ROOFING	CD-0713-BLDR-0785-202	Refund, C&D Deposit, REC-004784-2021	100-000-227001	2,130.00
07/01/2021	VAZQUEZ, AGUSTIN	CD-0715-BLDR-0874-202	Refund, C&D Deposit, REC-005176-2021	100-000-227001	360.00
07/01/2021	OFFICE SOLUTIONS	I-01886742	Office Supplies, Jun '21	100-195-620000	312.49
07/01/2021	OFFICE SOLUTIONS	I-01887138	Office Supplies, Jun '21	100-195-620000	22.61
07/01/2021	OCSO LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 59370	Program Expense, 1/2 Marathon	100-310-695507	10,939.56
Fund 100 - GENERAL FUND Total:					522,846.38
Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT					
06/16/2021	BANK OF AMERICA VISA CARD	052021 COMDEV	Departmental Expenditure, May '21	101-000-223000	417.05
06/16/2021	BANK OF AMERICA VISA CARD	052021 COMDEV	Departmental Expenditure, May '21	101-000-450000	(417.05)
06/16/2021	BANK OF AMERICA VISA CARD	052021 COMDEV	Departmental Expenditure, May '21	101-225-612000	417.05
06/17/2021	PLACEWORKS, INC.	75110	Prof Services, Village at LH Expenses, Apr '21	101-000-223000	1,764.60
06/17/2021	PLACEWORKS, INC.	75110	Prof Services, Village at LH Expenses, Apr '21	101-000-450000	(1,764.60)
06/17/2021	PLACEWORKS, INC.	75110	Prof Services, Village at LH Expenses, Apr '21	101-225-700200	1,764.60
06/24/2021	KOSMONT COMPANIES	1911.5-019	Prof Services, Village at Laguna Hills, May '21	101-000-223000	8,635.10
06/24/2021	KOSMONT COMPANIES	1911.5-019	Prof Services, Village at Laguna Hills, May '21	101-000-450000	(8,635.10)
06/24/2021	KOSMONT COMPANIES	1911.5-019	Prof Services, Village at Laguna Hills, May '21	101-225-700000	8,635.10
07/01/2021	WOODRUFF, SPRADLIN & SMART	68515 - 68516	Professional Services Legal, May '21	101-000-223000	49,771.05
07/01/2021	WOODRUFF, SPRADLIN & SMART	68515 - 68516	Professional Services Legal, May '21	101-000-450000	(49,771.05)
07/01/2021	WOODRUFF, SPRADLIN & SMART	68515 - 68516	Professional Services Legal, May '21	101-225-700012	49,771.05
Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:					60,587.80
Fund: 307 - C & D FORFEITED DEPOSITS					
07/01/2021	AMINI, ALI	CD-0709-BLDR-0637-202	Refund, C&D Deposit, R #8151	307-000-436000	675.00
07/01/2021	SOUTH COAST ROOF INC	CD-0714-BLDR-0607-202	Refund, C&D Deposit, R #7969	307-000-436000	1,260.00
Fund 307 - C & D FORFEITED DEPOSITS Total:					1,935.00
Fund: 430 - CARES Act Assistance - State					
06/24/2021	ALL CITY MANAGEMENT, INC.	69420	Crossing Guard Services, 2/21/21 - 3/6/21	430-420-720822	4,091.40
06/24/2021	ALL CITY MANAGEMENT, INC.	69627	Crossing Guard Services, 3/7/21 - 3/20/21	430-420-720822	4,091.40
06/24/2021	ALL CITY MANAGEMENT, INC.	69797	Crossing Guard Services, 3/21/21 - 4/3/21	430-420-720822	4,091.40
06/24/2021	ALL CITY MANAGEMENT, INC.	70059	Crossing Guard Services, 4/4/21 - 4/17/21	430-420-720822	1,544.96
Fund 430 - CARES Act Assistance - State Total:					13,819.16
Fund: 431 - CARES Act Assistance - County					
06/17/2021	LOZEAU CONSULTING, TRAINING AND INVESTIGATIONS	061521	Homeless Outreach, Jun '21	431-420-720833	160.00
Fund 431 - CARES Act Assistance - County Total:					160.00
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
07/01/2021	IDS GROUP, INC.	19X063.01-2	Community Center Renovation, CIP No. 513-B	600-000-490100	(420.00)
07/01/2021	IDS GROUP, INC.	19X063.01-2	Community Center Renovation, CIP No. 513-B	600-255-950513	420.00

Attachment: Payables Detail Report - July 13, 2021 (2520 : Warrant Register, July 13, 2021)

Payables Detail Report

Payment Dates: 06/16/2021 - 07/01/2021

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
07/01/2021	HARTZOG & CRABILL, INC.	21-0238	Traffic Sig Mgmt Svc, CIP 168-K & 168-I, May '21	600-000-490100	(125.00)
07/01/2021	HARTZOG & CRABILL, INC.	21-0238	Traffic Sig Mgmt Svc, CIP 168-K & 168-I, May '21	600-251-950168	125.00
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Grand Total:					599,348.34

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	522,846.38	522,846.38
101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT	60,587.80	60,587.80
307 - C & D FORFEITED DEPOSITS	1,935.00	1,935.00
430 - CARES Act Assistance - State	13,819.16	13,819.16
431 - CARES Act Assistance - County	160.00	160.00
600 - CAPITAL IMPROVEMENT PROJECT	-	-
Grand Total:	599,348.34	599,348.34

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-140000	Pre-paid Expenditures	3,268.00	3,268.00
100-000-220444	EncroachmentGrading	1,069.25	1,069.25
100-000-223000	Plan Application Deposit	2,203.20	2,203.20
100-000-227001	SecurityDeposit-WasteRecycling	5,130.00	5,130.00
100-000-442000	Building Related Permits	23.76	23.76
100-000-452000	Plan Check Fee - Fee Base	(2,203.20)	(2,203.20)
100-155-610001	Memberships and Dues - LOCC	13,149.00	13,149.00
100-155-622000	Operating Supplies	896.49	896.49
100-155-626000	Subscriptions & Books	59.25	59.25
100-155-700000	Professional Services	5,000.00	5,000.00
100-155-700010	Legal Services-General Counsel	17,242.20	17,242.20
100-155-700011	Legal Services-Litigation	1,563.60	1,563.60
100-155-700014	Legal Services - Luna Bonita	748.00	748.00
100-155-700030	Professional Svcs- City Clerk	1,353.73	1,353.73
100-155-720000	Contract Services	23,249.81	23,249.81
100-195-620000	Office Supplies	693.10	693.10
100-195-621000	Computer Supplies	903.48	903.48
100-195-622000	Operating Supplies	2,408.95	2,408.95
100-195-625000	Postage & Delivery	995.00	995.00
100-195-630000	Telephone & Communication	1,445.95	1,445.95
100-195-641200	Rent/Lease - Copier	1,122.37	1,122.37
100-195-720050	Contract Serv-Software Support	2,605.46	2,605.46
100-195-940000	Computer Hardware & Software	621.86	621.86
100-225-512000	Salaries - Part-Time & Temp	6,686.40	6,686.40
100-225-626000	Subscriptions & Books	262.40	262.40
100-225-700201	Plan Application	2,743.20	2,743.20
100-225-700225	Housing Element	2,500.00	2,500.00
100-310-610000	Memberships and Dues Expense	150.00	150.00
100-310-622005	Operating Supplies Comm Ctr	104.05	104.05
100-310-622502	Supplies-Adult Leagues	969.70	969.70
100-310-630100	Phone & Communication Comm	91.86	91.86
100-310-631100	Utilities - Electric Comm Ctr	5,699.23	5,699.23
100-310-635100	Utilities - Water Comm Ctr	595.79	595.79
100-310-641000	Rent/Lease - Equipment	809.35	809.35
100-310-695500	Special Events-Program Service	1,418.26	1,418.26
100-310-695502	Special Needs Program	9.99	9.99
100-310-695507	Marathon 5k	32,651.56	32,651.56
100-310-720302	Contract Services - Homelessness	1,997.15	1,997.15
100-310-721500	Contract Services-Program Svce	2,136.00	2,136.00
100-355-630000	Telephone & Communication	23.67	23.67
100-355-631000	Utilities - Electric	6,143.08	6,143.08
100-355-631400	Electric-Street Lights/Signals	13,939.22	13,939.22
100-355-631900	UtilitiesElectricOnBillFinancing	10,091.94	10,091.94
100-355-635000	Utilities - Water	19,435.31	19,435.31
100-355-720400	Street Maintenance	30.92	30.92
100-355-720500	Graffiti Removal	9,876.00	9,876.00
100-355-720700	Landscape Maintenance Contract	88,457.18	88,457.18

Attachment: Payables Detail Report - July 13, 2021 (2520 : Warrant Register, July 13, 2021)

Payables Detail Report

Payment Dates: 06/16/2021 - 07/01/2021

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-355-720701	Parks Contract Repair	18,188.56	18,188.56
100-355-720702	Tree Maintenance	36,065.30	36,065.30
100-355-720730	Annual Weed Abatement	50,091.22	50,091.22
100-356-631400	MOE Electricity-Streetlights &	19,015.80	19,015.80
100-356-700100	MOE City Engineer Services	3,037.00	3,037.00
100-356-700101	MOE Traffic Engineer Services	3,388.28	3,388.28
100-356-700255	MOE Improvement Inspection	70,452.38	70,452.38
100-356-720420	MOE Traffic Signal Maintenance	4,872.80	4,872.80
100-420-622000	Operating Supplies	361.41	361.41
100-420-720822	Crossing Guard Services	24,912.08	24,912.08
100-420-720823	Parking Citation Processing	1,545.03	1,545.03
100-600-790600	Transfers Out - Capital Imprv	545.00	545.00
101-000-223000	Plan Application Deposit	60,587.80	60,587.80
101-000-450000	Planning Fees	(60,587.80)	(60,587.80)
101-225-612000	Meeting expense	417.05	417.05
101-225-700000	Consultant Services	8,635.10	8,635.10
101-225-700012	Legal Services	49,771.05	49,771.05
101-225-700200	Consultant Services, Planning	1,764.60	1,764.60
307-000-436000	Recycling Revenues	1,935.00	1,935.00
430-420-720822	Contract Services - Crossing	13,819.16	13,819.16
431-420-720833	Homeless Outreach	160.00	160.00
600-000-490100	Transfer In- General Fund	(545.00)	(545.00)
600-251-950168	TrafficSignalImprovCoordination	125.00	125.00
600-255-950513	Community Center Renovation	420.00	420.00
Grand Total:		599,348.34	599,348.34

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	599,348.34	599,348.34
Grand Total:	599,348.34	599,348.34

Attachment: Payables Detail Report - July 13, 2021 (2520 : Warrant Register, July 13, 2021)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim Director of Emergency Services/Interim City Manager

ISSUE: City Council Review and Confirm the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus

RECOMMENDATION: That the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus.

SUMMARY:

On March 18, 2020, the City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency relating to COVID-19 (the “novel coronavirus”), at which time the City Council was not in session. On March 24, 2020, during a special meeting, the City Council ratified and confirmed the City Manager’s proclamation declaring the existence of a local emergency. Since that time, the rate of infection and threat to public health and safety has been significant and growing. As of July 8, 2021, there were more than 185 million worldwide cases of COVID-19, and 4 million deaths; locally, there were approximately 274,000 confirmed cases and 5,129 deaths in Orange County. While COVID-19 cases have recently been on the decline and the public acceptance of vaccines has increased, allowing some Executive Orders to be relaxed, there is still a public health risk. Pursuant to Laguna Hills Municipal Code (“LHMC”) Section 2-32.060, the City Council must review the necessity for continuing the local emergency no less frequently than at every subsequent regular meeting of the City Council until the emergency is terminated. LHMC Section 2-32.150 further requires any rules and regulations, such as Executive Orders, issued by the Interim Director of Emergency Services/Interim City Manager that are reasonably related to the local emergency, such as for the protection of life and property as affected by the emergency,

to be confirmed as soon as practicable by the City Council.

BACKGROUND:

On January 30, 2020, the World Health Organization ("WHO") declared the outbreak of COVID-19 a "public health emergency of international concern" and by March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange and County Health Officer Dr. Nichole Quick declared a local emergency and a local health emergency to prepare for COVID-19, and on March 4, 2020, the Governor declared a State of Emergency in California allowing state agencies to take any action necessary to address COVID-19.

On March 11, 2020, the Governor and the California Department of Health issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19" determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of six (6) feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than ten (10) people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function.

Within a short period of time thereafter, COVID-19 began to spread rapidly throughout California necessitating more stringent public health emergency orders. On March 12, 2020, the Governor issued Executive Order N-25-20, ordering that all residents are to heed the orders and guidance of state and local public health officials. Subsequently, on March 13, 2020, President Donald J. Trump declared a National Emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem. By March 16, 2020, President Trump advised the public to avoid groups of more than ten (10) people to fight the COVID-19 outbreak. On March 17, 2020, the Orange County Health Officer issued a Public Health Order prohibiting all public and private gatherings

Continuation of Local Emergency

July 13, 2021

Page 3

of any number of people, including at places of work, occurring outside a single household or living unit, until March 31, 2020, except for the purposes of engaging in an Essential Activity, as defined. This Public Health Order was superseded by the State's Executive Order and continues in effect until further notice.

In light of these events, on March 18, 2020, the City Manager, acting as the Director of Emergency Services pursuant to LHMC Section 2-32.060(B), proclaimed the existence of a local emergency within the City of Laguna Hills by enacting Proclamation No. 2020-03-18-1, at which time the City Council was not in session. A copy of Proclamation No. 2020-03-18-1 is attached hereto. On March 24, 2020, the City Council unanimously ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency during a special meeting, as required by LHMC Section 2-32.060(B).

In order to mitigate the impact of COVID-19 across the State, on March 19, 2020, the Governor issued Executive Order N-33-20, which directed and ordered all residents to: 1) immediately heed the current State public health directives; and 2) to stay at home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors. On March 22, 2020, President Donald J. Trump declared California a major disaster area, thereby making federal emergency aid available for the State to supplement state, tribal, and local recovery efforts in the areas affected by the COVID-19 pandemic beginning on January 1, 2020, and continuing.

Effective August 31, 2020, Governor Newsom implemented a "Blueprint for a Safer Economy," within the COVID-19 portion of the state's website at: <https://covid19.ca.gov/safer-economy/>, which allows the public to enter a County and a desired activity to verify if it is open. The system also labels each county's risk level using a four color-coded tier system for COVID-19 monitoring that will replace any former county-based monitoring systems.

On December 3, 2020, Governor Newsom announced a new Regional Stay Home Order that will prohibit gatherings of any size, close operations except for critical infrastructure and retail, and require 100% masking and physical distancing. Orange County is part of the Southern California Region that includes the counties of Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura. This Regional Stay Home Order will go into effect within 24 hours in regions with less than 15% ICU availability. The order will remain in effect for at least 3 weeks and, after that period, will be lifted when a region's projected ICU capacity

Continuation of Local Emergency

July 13, 2021

Page 4

meets or exceeds 15% based on a weekly assessment. On December 6, 2020, the Southern California Region was placed on a Regional Stay at Home Order that ended on January 25, 2021. County restrictions return to their assigned risk level tier. On March 14, 2021, the County of Orange was moved up from the risk factor of Widespread to be labeled with a risk factor of Substantial, was further moved up on March 31st to be labeled with a risk factor of Moderate and on May 19, 2021 the County moved up to be labeled with a risk factor of Minimal. On June 15, 2021, California reopened the economy and retired the Blueprint for a Safer Economy. All sectors are allowed to return to usual operations (with limited exceptions for Mega Events).

As of July 8, 2021, there were more than 185 million worldwide cases of COVID-19, and 4 million deaths; locally, there were approximately 274,000 confirmed cases and 5,129 deaths in Orange County. While COVID-19 cases have recently been on the decline and the public acceptance of vaccines has increased, allowing some Executive Orders to be relaxed, there is still a public health risk. The rate of infection, potential impact to health care systems, and the threat to public health and safety have not fully abated. The state of local emergency continues to exist.

It is recommended that the City Council review the necessity for continuing the local emergency related to the COVID-19 pandemic.

Based on the recommendations of the Interim Director of Emergency Services/Interim City Manager and the Chief of Police Services, it has been determined that the need for the locally declared emergency, pursuant to Proclamation No. 2020-03-18-1, continues to exist and should not be terminated at this time.

ATTACHMENTS:

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency

PROCLAMATION NO. 2020-03-18-1

A PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Laguna Hills Municipal Code Section 2-32.060 empowers the City Council (while in session), or the Director of Emergency Services (if the City Council is not in session), to declare the existence or threatened existence of a local emergency; and

WHEREAS, California Government Code Section 8550 *et seq.*, including Section 8558(c), authorizes the Director of Emergency Services to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and in some cases death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in numerous countries, with thousands of cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States; and

WHEREAS, as of March 10, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020, issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020, issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, President Donald J. Trump on March 13, 2020, declared a national emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem; and

WHEREAS, on March 15, 2020, Governor Newsome requested bars and nightclubs to close, restaurants to reduce capacity by half, and all Californians aged 65 and older to self-isolate; and

WHEREAS, on March 16, 2020, President Donald J. Trump advised the public to avoid groups of more than 10 people to fight the coronavirus outbreak; and

WHEREAS, the City of Laguna Hills has the authority to impose measures to promote social distancing including, but not limited to, limitations on public events; and

WHEREAS, the City of Laguna Hills is a significantly populated city within Orange County, which is the sixth largest county in the United States; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Laguna Hills and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City of Laguna Hills and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the Director of Emergency Services has the authority to declare a local emergency as authorized by California Government Code Section 8630 and Laguna Hills Municipal Code Section 2-32.060.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED BY DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS AS FOLLOWS:

Section 1. As contemplated in the Emergency Services Act contained in California Government Code Section 8550 *et seq.*, including Section 8558(c), and Chapter 2-32 of Title 2 of the Laguna Hills Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

Section 2. The area of the City of Laguna Hills which is endangered/imperiled is the entire city.

Section 3. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City's Emergency Operations Plan.

Section 4. The City Council shall review and ratify this proclamation of the City Manager within **seven (7) days** as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state and local law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.

Section 5. A copy of this proclamation shall be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with state law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Laguna Hills; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 18th day of March 2020.


 Donald J. White,
 Director of Emergency Services/
 City Manager

ATTEST:


 Melissa Au-Yeung, City Clerk

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Proclamation No. 2020-03-18-1 adopted by the Director of Emergency Services of the City of Laguna Hills, California, on the 18th day of March 2020.

(SEAL)


 MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Adoption of Fiscal Year 2021-2022 Civic Center Budget

RECOMMENDATION: That the City Council approve and adopt the Fiscal Year 2021-2022 Civic Center Budget.

SUMMARY:

The Laguna Hills Civic Center is an enterprise/proprietary 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 2021-2022 Fiscal Year, Staff is recommending a budget that will generate net income of \$328,839. However, after one-time capital expenses associated with two new leases and three lease renewals, the budget estimates a short-term net loss of \$117,131.

BACKGROUND:

Included as an attachment to this report is the proposed 2021-2022 Fiscal Year Civic Center Budget. This budget is based on the following assumptions:

- Suite 250, which is currently vacant, will lease up at current market rate.
- Construction for tenant improvements for Suite 160 will begin with an OC Clerk-Recorder move-in date of February 2022.
- Tenants in Suites 203, 220, and 330 will renew their leases at current market rates.

FY 2021-2022 Civic Center Budget

July 13, 2021

Page 2

These assumptions are important in that they can trigger both the start of a new revenue stream, tenant improvements, and/or commission costs. For the 2021-2022 Fiscal Year, the two new leases and three lease renewals require \$266,474 in tenant improvement and \$18,996 in lease commissions. The budget also includes a \$160,500 appropriation for capital expenses. Proposed capital projects include HVAC equipment replacement, security cameras, and exterior painting. As a result, the budgeted net income of \$328,839 is reduced to a short-term net loss of \$117,131. The enterprise fund has a fund balance of \$279,766 as of May 31, 2021, and as such, no owner contribution is anticipated for this fiscal year.

FISCAL IMPACT:

The proposed FY 2021-2022 Civic Center Budget projects a net loss of \$117,131 after capital expenses. There are no General Fund or Capital Reserve Fund contributions expected.

ATTACHMENTS:

- FY 2021-2022 Civic Center Budget

2021-2022 BUDGET - Draft

THE CITY OF LAGUNA HILLS CIVIC CENTER



24031-24035 El Toro Road, Laguna Hills, CA

PREPARED FOR:

The City of Laguna Hills

PREPARED BY:

Regional Manager: Sandi Montez

Accountant: Vasuki Sathialingum

Reviewed and Approved: _____

Dated: _____

TABLE OF CONTENTS

- A. BUSINESS PLAN SUMMARY
- B. HISTORIC SUMMARY
- C. DETAIL PROFORMA (MRI)
- D. MONTHLY SUITE FORECAST (MRI)
- E. REVENUE ASSUMPTION WORKSHEET
- F. EXPENSE ASSUMPTION WORKSHEET
- G. MONTHLY OCCUPANCY SUMMARY

Laguna Hills Civic Center
2021-2022 BUDGET - Draft
BUSINESS PLAN SUMMARY

Size: 51,946

OPERATIONS

	Type	Current Year	Budget Year	Sub-Market Avg.
Occupancy (Year-end)		89%	89%	88%
Lease Rate (Type 1)	FSG	\$2.20	\$2.20	\$0.00
Net Cashflow (B-4 Dist)		\$84,708	(108,457)	

CAPITAL (Projected major items next 3 years)

Item	Budget Year Amount	Year 2 Amount	Year 3 Amount	Amt psf	Description
1 Termite Treatment	\$0	\$78,000	\$0	\$0.00	Termite Control - \$78,000
2 HVAC Equipment	\$14,000	\$0	\$0	\$0.27	2.5 ton heat pump
3 Security Cameras	\$24,500	\$0	\$0	\$0.47	Cameras- (\$24,500)
4 Exterior Paint	\$44,000	\$0	\$0	\$0.85	Exterior paint
Totals	\$82,500	\$78,000	\$0	\$3.09	

PROJECT GOALS

- 1 Leasing Proactive communication with Renewing Tenants. Communicate with local brokerage community to lease up vacant units that may come available.
- 2 Operations Maintain communication with existing contracted vendors to assure contracted services are performed to Essex Realty Management Standards.

Attachment: FY 2021-2022 Civic Center Budget (2518 : FY 2021-2022 Civic Center Budget)

**Laguna Hills Civic Center
2021-2022 BUDGET - Draft
HISTORIC SUMMARY**

4.7.a

Project Size

51,946

	2018/2019 Actuals	2019/2020 Actuals	2020/2021 Annualized	2021/2022 Fiscal Budget	COMMENTS
REVENUES:					
Rental Income	1,143,766	1,143,932	1,175,230	1,251,320	
Deferred Revenue	0	0	(5,606)	5,174	
Contra Revenue	(549,965)	(549,965)	(549,965)	(549,965)	
CAM Income	65,697	72,861	77,314	89,291	
Contra CAM	(53,847)	(71,118)	(82,812)	(78,516)	
CAM Rec. Rev.	(12,729)	538	16,672	0	
TI Reimb.	0	0	0	231,300	
Late Fee Revenue	0	0	0	0	
NSF Revenue	225		75	0	
Other Revenue	0	1,278	0	0	
TOTAL REVENUES:	593,148	597,526	630,908	948,605	
AVERAGE OCCUPANCY:	62%	62%	62%	89%	
DIRECT OPERATING EXPENSES:					
				<u>psf/yr</u>	
Security	4,760	5,341	8,030	7,265	\$0.15
Cleaning	94,040	97,807	106,704	118,323	\$2.05
Management Fee	46,470	50,329	49,271	57,151	\$0.95
HVAC	31,367	29,840	24,241	23,724	\$0.47
Elevator	8,456	7,683	6,253	8,233	\$0.12
Repairs & Maintenance	53,646	51,787	43,753	57,376	\$0.84
Utilities	109,046	105,146	118,466	123,230	\$2.28
Parking Lot	5,827	5,812	6,460	6,956	\$0.12
Landscaping	35,015	35,962	35,265	36,802	\$0.68
Insurance	83,498	97,607	113,195	142,293	\$2.18
Real Estate Taxes	12,089	12,829	12,859	13,000	\$0.25
	0	0	0	0	\$0.00
DIRECT OPERATING EXPENSES:	484,214	500,143	524,497	594,353	\$10.10
Direct Expenses psf/year	\$9.32	\$9.63	\$10.10	\$11.44	
Direct Expenses psf/month	\$0.777	\$0.802	\$0.841	\$0.953	13.3% Inc.
NET OPERATING INCOME:	\$108,934	\$97,383	\$106,411	\$354,252	
INDIRECT OPERATING EXPENSES:					
Advertising & Promotions	2,996	2,169	2,497	2,500	
Legal Fees	2,408	0	0	600	
Admin & Professional Expense	4,076	14,379	1,772	7,400	
Environmental Expense	186	189	189	189	
Tenant Space Refurbishment	7,383	1,579	715	600	
Repairs & Maint. Indirect	20,874	19,183	16,570	14,124	
Interest Income	(63)	(85)	(40)	0	
Total Indirect Oper. Costs:	37,859	37,414	21,703	25,413	
NET INCOME AFTER INTEREST:	71,075	59,969	84,708	328,839	
Capital Expenses:					
Capital Improvements	42,050	15,620	0	160,500	
Tenant Improvements	14,849	8,505	0	266,474	See revenue assumptions
Lease Commissions	23,051	19,525	0	18,996	See revenue assumptions
Total Capital Expenses:	79,950	43,650	0	445,970	
NET CASHFLOW AFTER CAPITAL:	(8,875)	16,319	84,708	(117,131)	
OWNER (CONTRIB.) OWNER DISTRIB.					
NET CASHFLOW:	(8,875)	16,319	84,708	(117,131)	

Attachment: FY 2021-2022 Civic Center Budget (2518 : FY 2021-2022 Civic Center Budget)

Database: ESSEXREALTY
Report: BF_PROFORMD

Budgeting and Forecasting Detail Proforma
Detailed & Summarized
Essex Realty SaaS DB
2021 - 742 - Fiscal

Page: 1
Date: 7/6/2021
Time: 1:53 PM
Base Currency:

B&F Budget: 1074
Entity: CITY OF LAGUNA HILLS
Accrual

Budget amounts from 07/21 to 06/22

	07/21	08/21	09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22	Total
INCOME													
4100-0000 Rent	99,166	99,166	99,278	104,884	105,260	105,062	105,062	106,397	106,813	106,813	106,813	106,609	1,251,320
- BANC OF CALIFORNIA (RNT) 742-130	5,267	5,267	5,267	5,267	5,425	5,425	5,425	5,425	5,425	5,425	5,425	5,425	64,466
- CARNO LAW GROUP (RNT) 742-260	7,055	7,055	7,055	7,055	7,055	7,055	7,055	7,055	7,328	7,328	7,328	7,328	85,753
- CAROLYN BEHRENS (RNT) 742-330	2,059	2,059	2,059	2,059	2,059	2,059	2,059	2,059	2,059	2,059	2,059	0	22,648
- CAROLYN BEHRENS (RNT) 742-330	0	0	0	0	0	0	0	0	0	0	0	1,800	1,800
- 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
- County Recorder (RNT) 742-160	0	0	0	0	0	0	0	8,709	8,709	8,709	8,709	8,709	43,544
- DAYLE MCINTOSH CENTER (RNT) 742-320	2,787	2,787	2,898	2,898	2,898	2,898	2,898	2,898	2,898	2,898	2,898	2,898	34,556
- DR. KOOROSH HOSN DDS (RNT) 742-230	3,349	3,349	3,349	3,349	3,349	3,349	3,349	3,349	3,349	3,349	3,349	3,404	40,242
- FAY BLIX (RNT) 742-301	5,461	5,461	5,461	5,461	5,680	5,680	5,680	5,680	5,680	5,680	5,680	5,680	67,285
- FIRST AMERICAN ADVISORS INC (RNT) 742-301	1,362	1,362	1,362	1,362	1,362	1,404	1,404	1,404	1,404	1,404	1,404	1,404	16,638
- LEWELLEN ACCOUNTANCY CORP. (RNT) 742-301	4,244	4,244	4,244	4,414	4,414	0	0	0	0	0	0	0	21,561
- LEWELLEN ACCOUNTANCY CORP. (RNT) 742-301	0	0	0	0	0	4,174	4,174	4,174	4,174	4,174	4,174	4,174	29,216
- NYA LLC (RNT) 742-210	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729	56,749
- OUR ESTATE PLANNING ATTORNEY INC., /	3,588	3,588	3,588	3,588	3,588	3,588	3,588	3,588	3,731	3,731	3,731	3,731	43,625
- PREMIER GROUP INTERNATIONAL (RNT) 742-301	3,291	3,291	3,291	3,291	3,291	3,291	3,291	0	0	0	0	0	23,037
- PREMIER GROUP INTERNATIONAL (RNT) 742-301	0	0	0	0	0	0	0	3,098	3,098	3,098	3,098	3,098	15,491
- SENATE RULES COMMITTEE (RNT) 742-201	2,963	2,963	2,963	2,963	2,963	2,963	2,963	2,963	2,963	2,963	2,963	2,963	35,552
- Tenant 1 (RNT) 742-250	0	0	0	5,436	5,436	5,436	5,436	5,436	5,436	5,436	5,436	5,436	48,926
- THE COUNTY OF ORANGE (RNT) 742-150	7,181	7,181	7,181	7,181	7,181	7,181	7,181	0	0	0	0	0	50,267
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
Deferred Rent	431	431	431	431	431	431	431	431	431	431	431	431	5,174
- OUR ESTATE PLANNING ATTORNEY INC., /	431	431	431	431	431	431	431	431	431	431	431	431	5,174
4200-0000 CAM Revenue	7,441	7,441	7,441	7,441	7,441	7,441	7,441	7,441	7,441	7,441	7,441	7,441	89,291
- BANC OF CALIFORNIA (CAM) 742-130	106	106	106	106	106	106	106	106	106	106	106	106	1,275
- CARNO LAW GROUP (CAM) 742-260	142	142	142	142	142	142	142	142	142	142	142	142	1,702
- CAROLYN BEHRENS (CAM) 742-330	0	0	0	0	0	0	0	0	0	0	0	37	37
- CAROLYN BEHRENS (CAM) 742-330	37	37	37	37	37	37	37	37	37	37	37	0	407
- CITY OF LAGUNA HILLS (CAM) 742-100	6,543	6,543	6,543	6,543	6,543	6,543	6,543	6,543	6,543	6,543	6,543	6,543	78,516
- DAYLE MCINTOSH CENTER (CAM) 742-320	86	86	86	86	86	86	86	86	86	86	86	86	1,028
- DR. KOOROSH HOSN DDS (CAM) 742-230	59	59	59	59	59	59	59	59	59	59	59	59	712
- FAY BLIX (CAM) 742-301	107	107	107	107	107	107	107	107	107	107	107	107	1,282
- FIRST AMERICAN ADVISORS INC (CAM) 742-301	28	28	28	28	28	28	28	28	28	28	28	28	340
- LEWELLEN ACCOUNTANCY CORP. (CAM) 742-301	148	148	148	148	148	0	0	0	0	0	0	0	739
- LEWELLEN ACCOUNTANCY CORP. (CAM) 742-301	0	0	0	0	0	148	148	148	148	148	148	148	1,035

Database:	ESSEXREALTY	Budgeting and Forecasting Detail Proforma	Page:	2									
Report:	BF_PROFORMD	Detailed & Summarized	Date:	7/6/2021									
		Essex Realty SaaS DB	Time:	1:53 PM									
		2021 - 742 - Fiscal	Base Currency:										
B&F Budget:	1074												
Entity:	CITY OF LAGUNA HILLS												
Accrual		Budget amounts from 07/21 to 06/22											
	07/21	08/21	09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22	Total

- NYA LLC (CAM) 742-210	93	93	93	93	93	93	93	93	93	93	93	93	1,117
- OUR ESTATE PLANNING ATTORNEY INC., /	27	27	27	27	27	27	27	27	27	27	27	27	329
- PREMIER GROUP INTERNATIONAL (CAM) /	0	0	0	0	0	0	0	64	64	64	64	64	322
- PREMIER GROUP INTERNATIONAL (CAM) /	64	64	64	64	64	64	64	0	0	0	0	0	451
4205-0000 Contra CAM	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-78,516
- CITY OF LAGUNA HILLS (CCA) 742-100	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-6,543	-78,516
4900-0000 Tenant TI Amortization Py	0	0	0	0	0	0	0	0	231,300	0	0	0	231,300
- County Recorder (TI) 742-160	0	0	0	0	0	0	0	0	231,300	0	0	0	231,300
TOTAL INCOME	54,665	54,665	54,776	60,382	60,759	60,560	60,560	61,895	293,611	62,311	62,311	62,107	948,605
DIRECT EXPENSES													
SECURITY													
5121-0000 Security-Fire Alarms	595	160	160	595	160	160	595	160	160	925	3,435	160	7,265
742 - Contingency	0	0	0	0	0	0	0	0	0	0	2,000	0	2,000
742 - Fire Alarm testing Annual	0	0	0	0	0	0	0	0	0	0	1,275	0	1,275
742 - Monitoring billed Qtr	240	0	0	240	0	0	240	0	0	240	0	0	960
742 - Qtr/Annual Fire sprinkler testing	195	0	0	195	0	0	195	0	0	525	0	0	1,110
742 - SSD security system- portion of bill	160	160	160	160	160	160	160	160	160	160	160	160	1,920
TOTAL SECURITY	595	160	160	595	160	160	595	160	160	925	3,435	160	7,265
CLEANING													
5130-0000 Cleaning Contract-Janitor	4,252	4,252	4,252	4,495	4,495	4,728	5,108	5,108	5,108	5,108	5,108	5,108	57,119
5150-0000 Add'l Cleaning-DayPorter	3,824	3,824	3,824	3,824	3,824	3,924	4,092	4,092	4,092	4,092	4,092	4,092	47,596
5160-0000 Cleaning Supplies	723	723	723	723	723	723	723	723	723	723	723	723	8,672
5180-0000 Window Cleaning	0	0	0	0	2,068	0	0	800	0	0	2,068	0	4,936
TOTAL CLEANING	8,799	8,799	8,799	9,042	11,110	9,375	9,922	10,722	9,922	9,922	11,990	9,922	118,323
MANAGEMENT FEES													
5305-0000 Mgmt Fee-Agent	4,032	4,032	4,032	4,032	4,032	4,032	4,032	4,040	12,729	4,055	4,055	4,048	57,151
- BF Management Fees	4,032	4,032	4,032	4,032	4,032	4,032	4,032	4,040	12,729	4,055	4,055	4,048	57,151
TOTAL MANAGEMENT FEES	4,032	4,032	4,032	4,032	4,032	4,032	4,032	4,040	12,729	4,055	4,055	4,048	57,151
HVAC													
5410-0000 HVAC Contract Services	2,853	95	95	2,853	95	95	2,853	95	95	2,853	95	95	12,172

Database:	ESSEXREALTY	Budgeting and Forecasting Detail Proforma	Page:	3									
Report:	BF_PROFORMD	Detailed & Summarized	Date:	7/6/2021									
		Essex Realty SaaS DB	Time:	1:53 PM									
		2021 - 742 - Fiscal	Base Currency:										
B&F Budget:	1074												
Entity:	CITY OF LAGUNA HILLS												
Accrual		Budget amounts from 07/21 to 06/22											
	07/21	08/21	09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22	Total

742 - DSL for EMS	95	95	95	95	95	95	95	95	95	95	95	95	1,140
742 - Qtr contract	2,758	0	0	2,758	0	0	2,758	0	0	2,758	0	0	11,032
5415-0000 HVAC Repair/Maint	1,652	900	900	900	900	900	900	900	900	900	900	900	11,552
TOTAL HVAC	4,505	995	995	3,753	995	995	3,753	995	995	3,753	995	995	23,724
ELEVATOR													
5435-0000 Elevator Contract Service	0	1,677	0	0	1,677	0	0	1,727	0	0	1,727	225	7,033
5440-0000 Elevator Repair/Maint	0	300	0	0	300	0	0	300	0	0	300	0	1,200
TOTAL ELEVATOR	0	1,977	0	0	1,977	0	0	2,027	0	0	2,027	225	8,233
REPAIRS AND MAINTENANCE													
5445-0000 Waterproofing & Roofing	0	0	0	0	2,095	600	600	0	0	0	0	0	3,295
5448-0000 Fire, Life, Safety	0	0	195	0	0	0	0	0	0	0	0	0	195
5450-0000 Painting	50	50	50	50	50	50	50	50	50	50	50	50	600
5460-0000 Plumbing Repairs/Supplies	100	100	100	100	100	100	100	100	325	100	100	100	1,425
5465-0000 Electrical Repair/Maint	100	100	100	100	100	100	100	100	100	100	100	100	1,200
5475-0000 Doors & Locks	175	175	758	175	175	175	175	175	758	175	175	175	3,266
5480-0000 Sign Repair/Maint	0	0	50	0	0	50	0	0	50	0	0	50	200
5485-0000 Floor & Carpet Rpr/Maint	855	7,535	0	855	0	0	855	0	0	855	0	0	10,955
742 - Annual Stone service	0	7,535	0	0	0	0	0	0	0	0	0	0	7,535
742 - Carpet Cleaning	855	0	0	855	0	0	855	0	0	855	0	0	3,420
5490-0000 Pest Control	75	75	75	75	75	75	75	75	75	75	75	75	900
5491-0000 Misc Repair/Maint	150	1,335	150	150	1,335	150	150	1,335	150	150	1,335	150	6,540
742 - Contingency	150	150	150	150	150	150	150	150	150	150	150	150	1,800
742 - Wood maintenance	0	1,185	0	0	1,185	0	0	1,185	0	0	1,185	0	4,740
5495-0000 Onsite Maint Personnel	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	28,800
TOTAL REPAIRS & MAINTENANCE	3,905	11,770	3,878	3,905	6,330	3,700	4,505	4,235	3,908	3,905	4,235	3,100	57,376
UTILITIES													
5499-0000 Electricity-General	14,000	14,000	14,000	10,000	7,000	7,000	5,000	7,000	7,000	7,000	7,000	7,000	106,000
5500-0000 Gas	50	50	50	50	50	150	150	150	150	150	150	150	1,300
5502-0000 Water & Sewer	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	14,250
5504-0000 Property Telephone	140	140	140	140	140	140	140	140	140	140	140	140	1,680
TOTAL UTILITIES	15,378	15,378	15,378	11,378	8,378	8,478	6,478	8,478	8,478	8,478	8,478	8,478	123,230

Database:	ESSEXREALTY	Budgeting and Forecasting Detail Proforma											Page:	4
Report:	BF_PROFORMD	Detailed & Summarized											Date:	7/6/2021
		Essex Realty SaaS DB											Time:	1:53 PM
		2021 - 742 - Fiscal											Base Currency:	
B&F Budget:	1074													
Entity:	CITY OF LAGUNA HILLS													
Accrual		Budget amounts from 07/21 to 06/22												
		07/21	08/21	09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22	Total

PARKING LOT

5510-0000 Pkg Lot-Lighting	50	50	50	50	3,550	50	50	50	50	50	50	50	4,100
5525-0000 Pkg Lot-Sweeping	238	238	238	238	238	238	238	238	238	238	238	238	2,856

TOTAL PARKING LOT

288	288	288	288	3,788	288	288	288	288	288	288	288	288	6,956
-----	-----	-----	-----	-------	-----	-----	-----	-----	-----	-----	-----	-----	-------

LANDSCAPING

5560-0000 Landscaping Contract	2,486	2,486	2,486	2,486	2,486	2,486	2,486	2,486	2,486	2,486	2,486	2,486	29,832
5562-0000 Landscaping-Interior	360	360	360	360	360	470	360	360	360	360	360	360	4,430
5565-0000 Fountain Maintenance	420	170	170	170	170	170	420	170	170	170	170	170	2,540

TOTAL LANDSCAPE

3,266	3,016	3,016	3,016	3,016	3,126	3,266	3,016	3,016	3,016	3,016	3,016	3,016	36,802
-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	--------

COMMON AREA FEES

0	0	0	0	0	0	0	0	0	0	0	0	0	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---

VALET SERVICE

0	0	0	0	0	0	0	0	0	0	0	0	0	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---

INSURANCE

5805-0000 Insurance	10,314	10,314	10,314	10,314	10,314	10,314	10,314	10,314	10,314	10,314	10,314	10,314	123,770
5810-0000 Insurance - Earthquake	1,544	1,544	1,544	1,544	1,544	1,544	1,544	1,544	1,544	1,544	1,544	1,544	18,523

TOTAL INSURANCE

11,858	11,858	11,858	11,858	11,858	11,858	11,858	11,858	11,858	11,858	11,858	11,858	11,858	142,293
--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	---------

REAL ESTATE TAXES

6205-0000 Real Estate Taxes	0	0	0	0	0	0	0	0	0	13,000	0	0	13,000
-----------------------------	---	---	---	---	---	---	---	---	---	--------	---	---	--------

TOTAL REAL ESTATE TAXES

0	0	0	0	0	0	0	0	0	0	13,000	0	0	13,000
---	---	---	---	---	---	---	---	---	---	--------	---	---	--------

MISCELLANEOUS

0	0	0	0	0	0	0	0	0	0	0	0	0	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---

TOTAL MISCELLANEOUS

Database:	ESSEXREALTY	Budgeting and Forecasting Detail Proforma	Page:	5									
Report:	BF_PROFORMD	Detailed & Summarized	Date:	7/6/2021									
		Essex Realty SaaS DB	Time:	1:53 PM									
		2021 - 742 - Fiscal	Base Currency:										
B&F Budget:	1074												
Entity:	CITY OF LAGUNA HILLS												
Accrual		Budget amounts from 07/21 to 06/22											
	07/21	08/21	09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22	Total

TOTAL DIRECT EXPENSE	52,625	58,272	48,403	47,866	51,643	42,011	44,696	45,818	51,353	59,200	50,377	42,089	594,353
NET OPERATING INCOME	2,040	-3,607	6,374	12,516	9,116	18,550	15,864	16,077	242,258	3,112	11,935	20,018	354,252
INDIRECT EXPENSES / INCOME													
7305-0000 Advertising & Promotion	0	0	0	0	0	2,500	0	0	0	0	0	0	2,500
7310-0000 Legal Fees	50	50	50	50	50	50	50	50	50	50	50	50	600
7320-2000 Other Prof- Planning	617	617	617	617	617	617	617	617	617	617	617	617	7,400
7326-0000 Environmental Expense	0	0	189	0	0	0	0	0	0	0	0	0	189
7330-0000 Tenant Space Refurb	50	50	50	50	50	50	50	50	50	50	50	50	600
7333-0000 Repairs & Maint- Indirect	1,472	328	1,513	3,706	2,438	328	328	1,513	328	328	1,513	328	14,123
742 - Annual Camera Maint.	0	0	0	2,100	0	0	0	0	0	0	0	0	2,100
742 - Generator	1,144	0	0	1,278	925	0	0	0	0	0	0	0	3,347
742 - SSD Alarm	328	328	328	328	328	328	328	328	328	328	328	328	3,936
742 - Wood Maint	0	0	1,185	0	1,185	0	0	1,185	0	0	1,185	0	4,740
TOTAL INDIRECT EXPENSES / INCOME	2,189	1,045	2,419	4,423	3,155	3,545	1,045	2,230	1,045	1,045	2,230	1,045	25,412
NET INCOME	-149	-4,652	3,955	8,094	5,961	15,005	14,819	13,848	241,213	2,067	9,705	18,974	328,840
OTHER SOURCES AND USE OF CASH													
1230-0000 Capital Improvements	0	0	78,000	24,500	0	0	0	0	14,000	0	44,000	0	160,500
742 - Camera upgrade	0	0	0	24,500	0	0	0	0	0	0	0	0	24,500
742 - Exterior Paint	0	0	0	0	0	0	0	0	0	0	44,000	0	44,000
742 - HVAC Equip.	0	0	0	0	0	0	0	0	14,000	0	0	0	14,000
742 - Termite Treatment	0	0	78,000	0	0	0	0	0	0	0	0	0	78,000
1240-0000 Tenant Improvements	0	0	0	24,710	0	3,710	0	234,054	0	0	0	4,000	266,474
- CAROLYN BEHRENS (TI) 742-330	0	0	0	0	0	0	0	0	0	0	0	4,000	4,000
- County Recorder (TI) 742-160	0	0	0	0	0	0	0	231,300	0	0	0	0	231,300
- LEWELLEN ACCOUNTANCY CORP. (TI) 742	0	0	0	0	0	3,710	0	0	0	0	0	0	3,710
- PREMIER GROUP INTERNATIONAL (TI) 742	0	0	0	0	0	0	0	2,754	0	0	0	0	2,754
- Tenant 1 (TI) 742-250	0	0	0	24,710	0	0	0	0	0	0	0	0	24,710
1260-0000 Lease Commissions	0	0	0	10,764	0	2,579	0	2,872	0	0	0	2,781	18,996
- CAROLYN BEHRENS (LC) 742-330	0	0	0	0	0	0	0	0	0	0	0	2,781	2,781
- LEWELLEN ACCOUNTANCY CORP. (LC) 742	0	0	0	0	0	2,579	0	0	0	0	0	0	2,579

Database:	ESSEXREALTY	Budgeting and Forecasting Detail Proforma	Page:	6									
Report:	BF_PROFORMD	Detailed & Summarized	Date:	7/6/2021									
		Essex Realty SaaS DB	Time:	1:53 PM									
		2021 - 742 - Fiscal	Base Currency:										
B&F Budget:	1074												
Entity:	CITY OF LAGUNA HILLS												
Accrual		Budget amounts from 07/21 to 06/22											
	07/21	08/21	09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22	Total

- PREMIER GROUP INTERNATIONAL (LC) 74:	0	0	0	0	0	0	0	2,872	0	0	0	0	2,872
- Tenant 1 (LC) 742-250	0	0	0	10,764	0	0	0	0	0	0	0	0	10,764
TOTAL OTHER SOURCES AND USE OF CASH	0	0	78,000	59,974	0	6,289	0	236,926	14,000	0	44,000	6,781	445,970
NET CASHFLOW	-149	-4,652	-74,045	-51,880	5,961	8,716	14,819	-223,078	227,213	2,067	-34,295	12,193	-117,130

Database:	ESSEXREALTY	Monthly Suite Forecast	Page:	1
Entity:	CITY OF LAGUNA HILLS	742 - STD_Rev - 742	Date:	7/6/2021
Budget ID:	2021 - 742 - Fiscal		Time:	1:56 PM
Basis:	Accrual	For Year 2021	Area Type:	GLA
Calculation Type:	None		Base Currency:	USD
Unit of Measure:	Square Feet			

Bldg	Suite	Area Effective	Rentable Sq. Ft.	07/21	Rent Start 08/21	Lease Expires 09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22	Projected Total	Avg. PSF
742	000	Available	0														
742	100	CITY OF LAGUNA HILLS			7/1/2004	12/31/2099											
		Effective -7/1/2021	21,033														
	CAM	Common Area Maintenance	6,542.98	6,542.98	6,542.98	6,542.98	6,542.98	6,542.98	6,542.98	6,542.98	6,542.98	6,542.98	6,542.98	6,542.98	6,542.98	78,515.76	0.000
	CCA	Contra CAM	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-78,515.76	0.000
	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	-45,830.40	-549,964.80	0.000
	RNT	Base Rent	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	45,830.40	549,964.80	0.000
742	100A	Available	0														
742	100B	Available	0														
742	110	Available	0														
742	130	BANC OF CALIFORNIA			11/1/2015	10/31/2025											
		Effective -7/1/2021	2,394														
	CAM	Common Area Maintenance	106.25	106.25	106.25	106.25	106.25	106.25	106.25	106.25	106.25	106.25	106.25	106.25	106.25	1,275.00	0.000
	RNT	Base Rent	5,266.80	5,266.80	5,266.80	5,266.80	5,266.80	5,424.80	5,424.80	5,424.80	5,424.80	5,424.80	5,424.80	5,424.80	5,424.80	64,465.60	0.000
		Total Rent For Lease	5,373.05	5,373.05	5,373.05	5,373.05	5,373.05	5,531.05	5,531.05	5,531.05	5,531.05	5,531.05	5,531.05	5,531.05	5,531.05	65,740.60	0.000
742	150	THE COUNTY OF ORANGE			2/1/2006	1/31/2026											
		Effective -7/1/2021	1,769														
	RNT	Base Rent	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	0.00	0.00	0.00	0.00	0.00	50,267.00	0.000
		Total Rent For Lease	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	7,181.00	0.00	0.00	0.00	0.00	0.00	50,267.00	0.000
742	160	County Recorder			2/1/2022	1/31/2032											
		Effective -7/1/2021	3,249														
	RNT	Base Rent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,708.70	8,708.70	8,708.70	8,708.70	8,708.70	43,543.50	0.000
	TI	Tenant Improv Reimb	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	231,300.00	0.00	0.00	0.00	231,300.00	0.000
		Total Rent For Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,708.70	240,008.70	8,708.70	8,708.70	8,708.70	274,843.50	0.000
	TI	Tenant Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-231,300.00	0.00	0.00	0.00	0.00	-231,300.00	0.000
		Total Capital For Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-231,300.00	0.00	0.00	0.00	0.00	-231,300.00	0.000
742	200	OUR ESTATE PLANNING ATTC			3/1/2020	3/31/2023											
		Effective -7/1/2021	1,568														
	CAM	Common Area Maintenance	27.40	27.40	27.40	27.40	27.40	27.40	27.40	27.40	27.40	27.40	27.40	27.40	27.40	328.80	0.000
	DFR	Deferred-Revenue	431.20	431.20	431.20	431.20	431.20	431.20	431.20	431.20	431.20	431.20	431.20	431.20	431.20	5,174.40	0.000
	RNT	Base Rent	3,587.58	3,587.58	3,587.58	3,587.58	3,587.58	3,587.58	3,587.58	3,587.58	3,731.09	3,731.09	3,731.09	3,731.09	3,731.09	43,625.00	0.000
		Total Rent For Lease	4,046.18	4,046.18	4,046.18	4,046.18	4,046.18	4,046.18	4,046.18	4,046.18	4,189.69	4,189.69	4,189.69	4,189.69	4,189.69	49,128.20	0.000
742	201	SENATE RULES COMMITTEE			5/16/2015	11/30/2018											
		Effective -7/1/2021	1,274														
	RNT	Base Rent	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	35,551.68	0.000
		Total Rent For Lease	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	2,962.64	35,551.68	0.000
742	203	PREMIER GROUP INTERNATK			2/1/2019	1/31/2022											
		Effective -7/1/2021	1,377														
	CAM	Common Area Maintenance	64.48	64.48	64.48	64.48	64.48	64.48	64.48	64.48	0.00	0.00	0.00	0.00	0.00	451.36	0.000

Database:		ESSEXREALTY		Monthly Suite Forecast										Page: 2			
Entity:		CITY OF LAGUNA HILLS		742 - STD_Rev - 742										Date: 7/6/2021			
Budget ID:		2021 - 742 - Fiscal		For Year 2021										Time: 1:56 PM			
Basis:		Accrual												Area Type: GLA			
Calculation Type:		None												Base Currency: USD			
Unit of Measure:		Square Feet															
Bldg	Suite	Area Effective	Rentable Sq. Ft.	07/21	Rent Start 08/21	Lease Expires 09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22	Projected Total	Avg. PSF
RNT	Base Rent		3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	3,291.03	0.00	0.00	0.00	0.00	0.00	23,037.21	0.000
	Total Rent For Lease		3,355.51	3,355.51	3,355.51	3,355.51	3,355.51	3,355.51	3,355.51	3,355.51	0.00	0.00	0.00	0.00	0.00	23,488.57	0.000
742	203	PREMIER GROUP INTERNATIK			2/1/2022	1/31/2025											
	Effective -7/1/2021		1,377														
CAM	Common Area Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.48	64.48	64.48	64.48	64.48	322.40	0.000
RNT	Base Rent		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,098.25	3,098.25	3,098.25	3,098.25	3,098.25	15,491.25	0.000
	Total Rent For Lease		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,162.73	3,162.73	3,162.73	3,162.73	3,162.73	15,813.65	0.000
LC	Leasing Commissions		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,872.00	0.00	0.00	0.00	0.00	-2,872.00	0.000
TI	Tenant Improvements		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,754.00	0.00	0.00	0.00	0.00	-2,754.00	0.000
	Total Capital For Lease		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5,626.00	0.00	0.00	0.00	0.00	-5,626.00	0.000
	Total Rent for Suite		3,355.51	3,355.51	3,355.51	3,355.51	3,355.51	3,355.51	3,355.51	3,355.51	3,162.73	3,162.73	3,162.73	3,162.73	3,162.73	39,302.22	0.000
	Total Capital for Suite		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5,626.00	0.00	0.00	0.00	0.00	-5,626.00	0.000
742	205	Available	709														
742	207	Available	1,634														
742	210	NYA LLC			7/1/2019	6/30/2024											
	Effective -7/1/2021		1,987														
CAM	Common Area Maintenance		93.05	93.05	93.05	93.05	93.05	93.05	93.05	93.05	93.05	93.05	93.05	93.05	93.05	1,116.60	0.000
RNT	Base Rent		4,729.06	4,729.06	4,729.06	4,729.06	4,729.06	4,729.06	4,729.06	4,729.06	4,729.06	4,729.06	4,729.06	4,729.06	4,729.06	56,748.72	0.000
	Total Rent For Lease		4,822.11	4,822.11	4,822.11	4,822.11	4,822.11	4,822.11	4,822.11	4,822.11	4,822.11	4,822.11	4,822.11	4,822.11	4,822.11	57,865.32	0.000
742	210A	Available	0														
742	220	LEWELLEN ACCOUNTANCY C			10/1/2013	11/30/2021											
	Effective -7/1/2021		1,855														
CAM	Common Area Maintenance		147.86	147.86	147.86	147.86	147.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	739.30	0.000
RNT	Base Rent		4,244.24	4,244.24	4,244.24	4,414.01	4,414.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,560.74	0.000
	Total Rent For Lease		4,392.10	4,392.10	4,392.10	4,561.87	4,561.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,300.04	0.000
742	220	LEWELLEN ACCOUNTANCY C			12/1/2021	11/30/2023											
	Effective -7/1/2021		1,855														
CAM	Common Area Maintenance		0.00	0.00	0.00	0.00	0.00	147.86	147.86	147.86	147.86	147.86	147.86	147.86	147.86	1,035.02	0.000
RNT	Base Rent		0.00	0.00	0.00	0.00	0.00	4,173.75	4,173.75	4,173.75	4,173.75	4,173.75	4,173.75	4,173.75	4,173.75	29,216.25	0.000
	Total Rent For Lease		0.00	0.00	0.00	0.00	0.00	4,321.61	4,321.61	4,321.61	4,321.61	4,321.61	4,321.61	4,321.61	4,321.61	30,251.27	0.000
LC	Leasing Commissions		0.00	0.00	0.00	0.00	0.00	-2,579.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,579.00	0.000
TI	Tenant Improvements		0.00	0.00	0.00	0.00	0.00	-3,710.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3,710.00	0.000
	Total Capital For Lease		0.00	0.00	0.00	0.00	0.00	-6,289.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-6,289.00	0.000
	Total Rent for Suite		4,392.10	4,392.10	4,392.10	4,561.87	4,561.87	4,321.61	4,321.61	4,321.61	4,321.61	4,321.61	4,321.61	4,321.61	4,321.61	52,551.31	0.000
	Total Capital for Suite		0.00	0.00	0.00	0.00	0.00	-6,289.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-6,289.00	0.000
742	230	DR. KOOROSH HOSN DDS			3/1/2000	5/31/2023											
	Effective -7/1/2021		1,098														
CAM	Common Area Maintenance		59.31	59.31	59.31	59.31	59.31	59.31	59.31	59.31	59.31	59.31	59.31	59.31	59.31	711.72	0.000
RNT	Base Rent		3,348.90	3,348.90	3,348.90	3,348.90	3,348.90	3,348.90	3,348.90	3,348.90	3,348.90	3,348.90	3,348.90	3,348.90	3,403.80	40,241.70	0.000
	Total Rent For Lease		3,408.21	3,408.21	3,408.21	3,408.21	3,408.21	3,408.21	3,408.21	3,408.21	3,408.21	3,408.21	3,408.21	3,408.21	3,463.11	40,953.42	0.000

Database:		ESSEXREALTY		Monthly Suite Forecast										Page: 3			
Entity:		CITY OF LAGUNA HILLS		742 - STD_Rev - 742										Date: 7/6/2021			
Budget ID:		2021 - 742 - Fiscal		For Year 2021										Time: 1:56 PM			
Basis:		Accrual												Area Type: GLA			
Calculation Type:		None												Base Currency: USD			
Unit of Measure:		Square Feet															
Bldg	Suite	Area Effective	Rentable Sq. Ft.	07/21	Rent Start 08/21	Lease Expires 09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22	Projected Total	Avg. PSF
742	24035	Available	0														
742	250	Tenant 1			10/1/2021	9/30/2024											
		Effective -7/1/2021	2,471														
	RNT	Base Rent		0.00	0.00	0.00	5,436.20	5,436.20	5,436.20	5,436.20	5,436.20	5,436.20	5,436.20	5,436.20	5,436.20	48,925.80	0.000
	Total Rent For Lease			0.00	0.00	0.00	5,436.20	5,436.20	5,436.20	5,436.20	5,436.20	5,436.20	5,436.20	5,436.20	5,436.20	48,925.80	0.000
	LC	Leasing Commissions		0.00	0.00	0.00	-10,764.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-10,764.00	0.000
	TI	Tenant Improvements		0.00	0.00	0.00	-24,710.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-24,710.00	0.000
	Total Capital For Lease			0.00	0.00	0.00	-35,474.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-35,474.00	0.000
742	250A	Available	0														
742	260	CARNO LAW GROUP			3/1/2019	5/31/2024											
		Effective -7/1/2021	3,028														
	CAM	Common Area Maintenance	141.80	141.80	141.80	141.80	141.80	141.80	141.80	141.80	141.80	141.80	141.80	141.80	141.80	1,701.60	0.000
	RNT	Base Rent	7,055.24	7,055.24	7,055.24	7,055.24	7,055.24	7,055.24	7,055.24	7,055.24	7,327.76	7,327.76	7,327.76	7,327.76	7,327.76	85,752.96	0.000
	Total Rent For Lease		7,197.04	7,197.04	7,197.04	7,197.04	7,197.04	7,197.04	7,197.04	7,197.04	7,469.56	7,469.56	7,469.56	7,469.56	7,469.56	87,454.56	0.000
742	300	Available	672														
742	301	FAY BLIX			9/1/2012	10/31/2022											
		Effective -7/1/2021	2,312														
	CAM	Common Area Maintenance	106.83	106.83	106.83	106.83	106.83	106.83	106.83	106.83	106.83	106.83	106.83	106.83	106.83	1,281.96	0.000
	RNT	Base Rent	5,461.44	5,461.44	5,461.44	5,461.44	5,679.90	5,679.90	5,679.90	5,679.90	5,679.90	5,679.90	5,679.90	5,679.90	5,679.90	67,284.96	0.000
	Total Rent For Lease		5,568.27	5,568.27	5,568.27	5,568.27	5,786.73	5,786.73	5,786.73	5,786.73	5,786.73	5,786.73	5,786.73	5,786.73	5,786.73	68,566.92	0.000
742	304	FIRST AMERICAN ADVISORS I			12/1/2017	11/30/2023											
		Effective -7/1/2021	614														
	CAM	Common Area Maintenance	28.37	28.37	28.37	28.37	28.37	28.37	28.37	28.37	28.37	28.37	28.37	28.37	28.37	340.44	0.000
	RNT	Base Rent	1,362.00	1,362.00	1,362.00	1,362.00	1,362.00	1,403.97	1,403.97	1,403.97	1,403.97	1,403.97	1,403.97	1,403.97	1,403.97	16,637.79	0.000
	Total Rent For Lease		1,390.37	1,390.37	1,390.37	1,390.37	1,390.37	1,390.37	1,432.34	1,432.34	1,432.34	1,432.34	1,432.34	1,432.34	1,432.34	16,978.23	0.000
742	320	DAYLE MCINTOSH CENTER			12/21/2014	8/31/2024											
		Effective -7/1/2021	1,218														
	CAM	Common Area Maintenance	85.64	85.64	85.64	85.64	85.64	85.64	85.64	85.64	85.64	85.64	85.64	85.64	85.64	1,027.68	0.000
	RNT	Base Rent	2,786.78	2,786.78	2,898.26	2,898.26	2,898.26	2,898.26	2,898.26	2,898.26	2,898.26	2,898.26	2,898.26	2,898.26	2,898.26	34,556.16	0.000
	Total Rent For Lease		2,872.42	2,872.42	2,983.90	2,983.90	2,983.90	2,983.90	2,983.90	2,983.90	2,983.90	2,983.90	2,983.90	2,983.90	2,983.90	35,583.84	0.000
742	320A	Available	0														
742	320B	Available	0														
742	320C	Available	0														
742	320D	Available	0														
742	330	CAROLYN BEHRENS			6/1/2017	5/31/2022											
		Effective -7/1/2021	800														
	CAM	Common Area Maintenance	36.97	36.97	36.97	36.97	36.97	36.97	36.97	36.97	36.97	36.97	36.97	36.97	0.00	406.67	0.000
	RNT	Base Rent	2,058.95	2,058.95	2,058.95	2,058.95	2,058.95	2,058.95	2,058.95	2,058.95	2,058.95	2,058.95	2,058.95	2,058.95	0.00	22,648.45	0.000
	Total Rent For Lease		2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	0.00	23,055.12	0.000

Database:	ESSEXREALTY	Monthly Suite Forecast	Page:	4
Entity:	CITY OF LAGUNA HILLS	742 - STD_Rev - 742	Date:	7/6/2021
Budget ID:	2021 - 742 - Fiscal		Time:	1:56 PM
Basis:	Accrual	For Year 2021	Area Type:	GLA
Calculation Type:	None		Base Currency:	USD
Unit of Measure:	Square Feet			

Bldg	Suite	Area Effective	Rentable Sq. Ft.	07/21	Rent Start 08/21	Lease Expires 09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22	Projected Total	Avg. PSF
742	330	CAROLYN BEHRENS			6/1/2022	5/31/2027											
		Effective -7/1/2021	800														
	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	36.97	36.97	0.000
	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	1,800.00	1,800.00	0.000
		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	1,836.97	1,836.97	0.000
	LC	Leasing Commissions		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,781.00	-2,781.00	0.000
	TI	Tenant Improvements		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4,000.00	-4,000.00	0.000
		Total Capital For Lease		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-6,781.00	-6,781.00	0.000
		Total Rent for Suite		2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	2,095.92	1,836.97	24,892.09	0.000
		Total Capital for Suite		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-6,781.00	-6,781.00	0.000
	Yearly Rent Recap																
	CAM	Common Area Maintenance		7,440.94	7,440.94	7,440.94	7,440.94	7,440.94	7,440.94	7,440.94	7,440.94	7,440.94	7,440.94	7,440.94	7,440.94	89,291.28	
	CCA	Contra CAM		-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-6,542.98	-78,515.76	
	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	
	DFR	Deferred-Revenue		431.20	431.20	431.20	431.20	431.20	431.20	431.20	431.20	431.20	431.20	431.20	431.20	5,174.40	
	RNT	Base Rent		99,166.06	99,166.06	99,277.54	104,883.51	105,259.97	105,061.68	105,061.68	106,396.60	106,812.63	106,812.63	106,812.63	106,808.58	1,251,319.57	
	TI	Tenant Improv Reimb		0.00	0.00	0.00	0.00	0.00	0.00	0.00	231,300.00	0.00	0.00	0.00	0.00	231,300.00	
		Total Rent For Year		54,664.82	54,664.82	54,776.30	60,382.27	60,758.73	60,560.44	60,560.44	61,895.36	293,611.39	62,311.39	62,311.39	62,107.34	948,804.69	
	Yearly Capital Recap																
	LC	Leasing Commissions		0.00	0.00	0.00	10,764.00	0.00	2,579.00	0.00	2,872.00	0.00	0.00	0.00	2,781.00	18,996.00	
	TI	Tenant Improvements		0.00	0.00	0.00	24,710.00	0.00	3,710.00	0.00	234,054.00	0.00	0.00	0.00	4,000.00	266,474.00	
		Total Capital For Year		0.00	0.00	0.00	35,474.00	0.00	6,289.00	0.00	236,926.00	0.00	0.00	0.00	6,781.00	285,470.00	

THE CITY OF LAGUNA HILLS CIVIC CENTER
2021-2022 BUDGET - Draft
REVENUE ASSUMPTIONS

4.7.a

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	2.5%		\$0	
							\$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 Tenant 1	250	2,471	36	10/1/2021	9/30/2024		\$5,436.20		\$2.15	\$2.20		\$10.00	\$24,710	5.5%	\$10,764
2 County Recorder Passport	150/160	4,466	120	2/1/2022	1/31/2032		\$8,708.70		\$1.95	\$2.03		\$52.00	\$231,300	0.0%	\$0
3			0										\$0		\$0
4			0										\$0		\$0
5			0										\$0		\$0
6			0										\$0		\$0
7			0										\$0		\$0
##			0										\$0		\$0
TOTALS		6,937											\$256,010		\$10,764

TI reimburses in full upon completion;
free rent months 1 & 12; space
includes suite 150 1,769sf plus 160
3,249 less vault space 552sf

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 Lewellen	220	1,855	\$2.38	24	12/1/2021	11/30/2023	\$4,173.75		\$2.25	\$2.32		\$2.00	\$3,710	2.5%	\$2,579
3 Premier Group	203	1,377	\$2.39	36	2/1/2022	1/31/2025	\$3,098.25		\$2.25	\$2.32		\$2.00	\$2,754	2.5%	\$2,872
4 Caolyn Behens	330	800	\$2.57	60	6/1/2022	5/31/2027	\$1,800.00		\$2.25	\$2.32		\$5.00	\$4,000	2.5%	\$2,781
5			\$0.00	0			\$0.00		\$0.00	\$0.00		\$0.00	\$0	0.0%	\$0
6										\$0.00		\$0.00	\$0	0.0%	\$0
7															
8															
9															
TOTALS		4,032											\$10,464		\$8,232

THE CITY OF LAGUNA HILLS CIVIC CENTER
2021-2022 BUDGET - Draft
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 \$
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 \$			
ONE YEAR RENEWALS/EXPIRATIONS - BUDGET YEAR																		
1												\$0.00	\$0	2.5%		\$0		
3												\$0.00	\$0	2.5%		\$0		
4												\$0.00	\$0	2.5%		\$0		
5												\$0.00	\$0	2.5%		\$0		
6												\$0.00	\$0	2.5%		\$0		
7																		
8																		
9																		
TOTALS		0												\$0		\$0		
ONE YEAR TI & LC TOTALS														\$0		\$0		
TWO OR MORE YEAR TI & LC TOTAL														\$266,474		\$18,996		

Attachment: FY 2021-2022 Civic Center Budget (2518 : FY 2021-2022 Civic Center Budget)

Laguna Hills Civic Center
2021-2022 BUDGET - Draft
EXPENSE ASSUMPTIONS

4.7.a

* Blue indicates areas where data is entered.

CATEGORY		CURRENT VENDOR	COMMENTS	RECURRING		ANNUAL		
SECURITY								
5121	Security - Fire Alarms	SSD/Fire Safety First	1) Quarterly Fire Sprinkler Inspection (3) plus one annual; (\$195 Jan/July/October) (\$525 April annual test). 2) Fire Alarm Monitoring \$240/billed quarterly (Jul/Oct/Jan/Apr). 4) Annual Fire Alarm testing \$1,275/May. 5) Portion of the SSD Security system monitoring and Maintenance Contract \$160/Mo. 6) Contingency for Sprinkler Deficiency Repairs \$2,000 in May after annual test. (5 year due 2023)	\$7,265 Yr.		\$7,265		
Total Security						\$7,265		
CLEANING								
5130	Cleaning Contract	Able	July - December rate will be \$0.0845 per occupied sf. New amount per minimum wage increase in January 2022 \$0.0911	\$ /psf/mo \$0.106	Avg Occ 89.4%	\$57,119 Yr.	\$57,119	
5150	Additional Cleaning	Merchants	1) Contract amount for dayporter. Contract amount \$3,824 per month. Increase 1/1/22 to \$4,092 2)Additional payment \$100 in December.	Hrly Rate \$15.00	Hrs/day 8.0	Days/wk 5.0	(\$2 weeks/12) \$47,596 Yr.	\$47,596
5160	Cleaning Supply	Able	Contract to be billed based on usage. Estimate of \$723/mo based on .0135 psf for budget purposes.	\$ /psf/mo \$0.016	Avg Occ 89.4%	\$8,672 Yr.		\$8,672
5180	Window Cleaning	HSG	1) Annual Interior Window Cleaning \$800/February 2) Semi-Annual Exterior Window Cleaning w/ Boom Lift \$2,068/February and November.			\$4,936 Yr.	\$4,936	
Total Cleaning						\$118,323		
MANAGEMENT								
5305	Management Fee	Essex Realty Mgmt	3.75% of gross rev. w/min. of \$2,513/mo.	Fee % 3.75%	Minimum 2,513	Yr.	\$48,477	
Note: Fee calculated in Foresight **						\$48,477		
HVAC								
5410	HVAC Contract Services	Air Control Systems/ Cox Communications	1) Contract amount of \$2,758/qtr (July/Oct/Jan/April); including chemical treatments. 2) DSL line for EMS systems \$95/per mo			\$12,172 Yr	\$12,172	
5415	HVAC Repairs & Maint.	Air Control Systems	1) \$900 budgeted monthly as contingency for repairs and addl. maint. \$752 budgeted in July for cooling tower control screen replacement.			\$11,552 Yr	\$11,552	
Total HVAC						\$23,724		
ELEVATOR								
5435	Elevator Contract Svcs.	Amtech/AT&T	1) Contract amount of \$1,677/qtr. August, November, \$1,727 Feb, May 2) Permits \$225 annually.			\$7,033 Yr.	\$7,033	
5440	Elevator Repair/Maint.	Amtech	Contingency for repairs \$300/Qtr.			\$1,200 Yr.	\$1,200	
Total Elevator						\$8,233		
REPAIR & MAINTENANCE								
5445	Waterproofing & Roofing	Gale Force Property Maint.	1) Contract amount of \$1,495/Ann'l (November) for gutter & roof cleaning. 2) Contingency for roofing repairs. \$1,800			\$3,295 Yr.	\$3,295	
5448	Fire, Life, Safety - Fire Extinguisher Service	Fire Safety First	Fire extinguishers service \$195 in September			\$195 Yr.	\$195	
5450	Painting - Maintenance		Contingency for touch up painting \$50/Mo.			\$600 Yr.	\$600	

Attachment: FY 2021-2022 Civic Center Budget (2518 : FY 2021-2022 Civic Center Budget)

Laguna Hills Civic Center
2021-2022 BUDGET - Draft
EXPENSE ASSUMPTIONS

4.7.a

* Blue indicates areas where data is entered.

	CATEGORY	CURRENT VENDOR	COMMENTS	RECURRING	ANNUAL
5460	Plumbing Repairs/Supplies		1) Backflow testing completed in March \$225 2) Contingency for repairs \$100/Mo.	\$1,425 Yr.	\$1,425
5465	Electrical Repairs & Maint		Contingency for bulb replacements \$100/Mo.	\$1,200 Yr.	\$1,200
5475	Doors & Locks	Vortex Doors	1) Bi-Ann'l ADA Compliance Maint \$583/Bi Annly 2)Contingency for repair \$175/Mo.	\$3,266 Yr.	\$3,266
5480	Signs Repair & Maint.		Contingency for building/parking signage \$50/Qtrly	\$200 Yr.	\$200
5485	Flooring Repairs & Maint.	MasterCare	1) \$7,535 Annual cleaning/sealing of stone flooring throughout lobby, 1st-3rd FL and City Planning Dept. in August. 2) \$855/4x's per year (Jul, Oct, Jan, Apr) for corridor carpet cleaning.	\$10,955 Yr.	\$10,955
5490	Pest Control	Skyline Pest	Monthly contract amount of \$75/mo.	\$900 Yr.	\$900
5491	Misc. Repairs & Maint.	Stoddards Wood Restoration	1) \$1,185/qtr (Aug, Nov, Feb, May), for common area wood maintenance and repair. 2) \$150/month budgeted as contingency.	\$6,540 Yr.	\$6,540
5495	Onsite Maint.	Paragon Building Services	Monthly contract amount of \$30/hr	\$2,400 Mo.	\$28,800
<i>Total R & M</i>					\$57,376
UTILITIES					
5499	Electricity - General	Southern California Edison	Based on prior year averages.	\$106,000 Yr.	\$106,000
5500	Gas	Southern Cal. Gas Co.	\$50/mo. July-Nov, and \$150/mo Dec-Jun	\$1,300 Yr.	\$1,300
5502	Water & Sewer	El Toro Water Dist.	Budgeted decrease do to El Toro Water district adjusting our usage square footage.	\$14,250 Yr.	\$14,250
5503	Refuse Removal	N/A	Building does not pay due to public entity.	\$0 Mo.	\$0
5504	Telephone	AT&T/ ATT Corp	1) \$140/mo for phone lines (458-7292, 458-7929). (583-7765).	\$140 Mo.	\$1,680
<i>Total Utilities</i>					\$123,230
PARKING LOT					
5510	Pkg Lot - Lighting	LTS Lighting	1) Palm tree lighting in Nov. \$3,500 2) Contingency for repairs \$50/Mo. (All LED)	\$4,100 Yr.	\$4,100
5525	Pkg Lot - Sweeping	TSCM	Monthly contract amount of \$238/mo.	\$2,856 Mo.	\$2,856
<i>Total Parking Lot</i>					\$6,956
LANDSCAPING					
5560	Landscaping - Exterior	Nieves Landscaping	Monthly contract amount of \$2,486/Mo.	\$2,486 Mo.	\$29,832
5561	Landscaping - Other	Nieves Landscaping	Included in Monthly contract	\$0 Yr.	\$0
5562	Landscaping - Interior	Living Interior	1) Monthly contract amount of \$340 2) Poinsettias for Dec. \$110 3) Contingency for replacements \$20/Mo.	\$4,430 Mo.	\$4,430
5565	Fountain Maintenance	South Coast Waters	1) Monthly contract amount of \$150/Mo. 2) Contingency for repairs \$20/Mo. 3) Bi-Ann'l acid wash in July & January \$250/Bi- Ann'l	\$2,540 Yr.	\$2,540
<i>Total Landscaping</i>					\$36,802

Attachment: FY 2021-2022 Civic Center Budget (2518 : FY 2021-2022 Civic Center Budget)

Laguna Hills Civic Center
2021-2022 BUDGET - Draft
EXPENSE ASSUMPTIONS

4.7.a

* Blue indicates areas where data is entered.

CATEGORY		CURRENT VENDOR	COMMENTS	RECURRING		ANNUAL
INSURANCE						
5805	Insurance - Property	ERMAC & Alliant	Liability & Property with Admin fee included		\$123,770 Yr.	\$123,770
5810	Insurance - Earthquake		Nov. for earthquake.		\$18,523 Yr.	\$18,523
Total Insurance						\$142,293
TAXES						
		Parcel number	Address of Parcel	Assessed Value	Tax Rate	
Estimate only		Numerous Parcel #s	Broken down by each suite	0	0.00%	\$0 Bi -Ann.
			Based on prior year.	0	0.00%	\$0 Bi -Ann.
			Based on 20/21 Actuals	0	0.00%	\$13,000 Ann.
			Began billing secured tax bills for each suite 2012	0	0.00%	\$0 Bi -Ann.
				0	0.00%	\$0 Bi -Ann.
6205	Real Estate Taxes			0	0.00%	\$13,000 Ann.
Total Taxes						\$13,000
TOTAL OPERATING EXPENSES						\$585,679
INDIRECT OPERATING EXPENSES						
7305	Advertising & Promotion		1) Refresh holiday décor in Nov. \$500 2) Holiday décor install in Nov. \$1,300 3) Tenant appreciation in Dec. \$700		\$2,500 Yr.	\$2,500
7310	Legal Fees		Contingency for legal council review \$50/Mo.		\$50 Mo.	\$600
7320	Admin & Professional Exp		1) Contingency amount \$200/Mo. 2) Space planning fees for vacant units \$5,000/Yr		\$7,400 Yr.	\$7,400
7326	Environmental Expense	County of Orange	Paid in September		\$189 Yr.	\$189
7330	Tenant Space Refurb		Contingency for minor tenant suite repairs \$50/Mo.		\$50 Mo.	\$600
7333	Repairs & Maint. Indirect	Dixie Diesel SSD Alarm Millenium Alarm Systems Stoddards	Contract for generator maintenance. Generator only serves the City space. 1) Generator load bank test in Nov. \$925 2) Generator bi-annl service & inspection billed ann'ly in Oct \$1,278.43. Generator battery replacement \$1,144.38 July. 3) SSD Alarm monitoring & Maint \$328/Mo. 4) Annual camera maintenance in Oct \$2,100 5) Wood restoration, city offices in (Sept/Nov/Feb/May) \$1,185/Qtr.		\$14,124 Yr.	\$14,124
TOTAL INDIRECT EXPENSES						\$25,413
CAPITAL						
1230	Capital Improvements	Item	Comments	Month		
	1	Termite Treatment	Termite Control - \$78,000	Sept.	\$78,000 Yr.	\$78,000
	2	HVAC Equipment	2.5 ton heat pump	March	\$14,000 Yr.	\$14,000
	3	Security Cameras	Cameras- (\$24,500)	October	\$24,500 Yr.	\$24,500
	4	Exterior Paint	Exterior paint	May	\$44,000	\$44,000
Total Capital Improvements						\$160,500
1240	Tenant Improvements	* Amounts from Revenue Assumption Worksheet *				\$260,174.00
1260	Leasing Commissions	* Amounts from Revenue Assumption Worksheet *				\$18,996.13

Attachment: FY 2021-2022 Civic Center Budget (2518 : FY 2021-2022 Civic Center Budget)

Database:	ESSEXREALTY	Occupancy Vacancy Report	Page:	1
ReportID:	BF_OCCVAC	742 - STD_Rev - 742	Date:	6/24/2021
Entity:	CITY OF LAGUNA HILLS	CITY OF LAGUNA HILLS	Time:	6:14 PM
Workbook:	2156	From 07/21 to 06/22		
Type:	GROSS LEASEABLE AREA			

Suite	Lease Name	Square Feet	Rent Start	Physical End Date	07/21	08/21	09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22
000	Vacant	0			0	0	0	0	0	0	0	0	0	0	0	0
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
100A	Vacant	0			0	0	0	0	0	0	0	0	0	0	0	0
100B	Vacant	0			0	0	0	0	0	0	0	0	0	0	0	0
110	Vacant	0			0	0	0	0	0	0	0	0	0	0	0	0
130	BANC OF CALIFORNIA	2,394	11/1/2015	10/31/2025	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	1/31/2026	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	Vacant	3,249			3,249	3,249	3,249	3,249	3,249	3,249	3,249	0	0	0	0	0
160	County Recorder	3,249	2/1/2022	1/31/2032	0	0	0	0	0	0	0	3,249	3,249	3,249	3,249	3,249
200	OUR ESTATE PLANNING ATTOI	1,568	3/1/2020	3/31/2023	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568
201	SENATE RULES COMMITTEE	1,274	5/16/2015	6/30/2022	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274
203	PREMIER GROUP INTERNATIO	1,377	2/1/2019	1/31/2022	1,377	1,377	1,377	1,377	1,377	1,377	1,377	0	0	0	0	0
203	PREMIER GROUP INTERNATIO	1,377	2/1/2022	1/31/2025	0	0	0	0	0	0	0	1,377	1,377	1,377	1,377	1,377
205	Vacant	709			709	709	709	709	709	709	709	709	709	709	709	709
207	Vacant	1,634			1,634	1,634	1,634	1,634	1,634	1,634	1,634	1,634	1,634	1,634	1,634	1,634
210	NYA LLC	1,987	7/1/2019	6/30/2024	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987
210A	Vacant	0			0	0	0	0	0	0	0	0	0	0	0	0
220	LEWELLEN ACCOUNTANCY CC	1,855	10/1/2013	11/30/2021	1,855	1,855	1,855	1,855	1,855	0	0	0	0	0	0	0
220	LEWELLEN ACCOUNTANCY CC	1,855	12/1/2021	11/30/2023	0	0	0	0	0	1,855	1,855	1,855	1,855	1,855	1,855	1,855
230	DR. KOOROSH HOSN DDS	1,098	3/1/2000	5/31/2023	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098
24035	Vacant	0			0	0	0	0	0	0	0	0	0	0	0	0
250	Vacant	2,471			2,471	2,471	2,471	0	0	0	0	0	0	0	0	0
250	Tenant 1	2,471	10/1/2021	9/30/2024	0	0	0	2,471	2,471	2,471	2,471	2,471	2,471	2,471	2,471	2,471
250A	Vacant	0			0	0	0	0	0	0	0	0	0	0	0	0
260	CARNO LAW GROUP	3,028	3/1/2019	5/31/2024	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028
300	Vacant	672			672	672	672	672	672	672	672	672	672	672	672	672
301	FAY BLIX	2,312	9/1/2012	10/31/2022	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	FIRST AMERICAN ADVISORS IN	614	12/1/2017	11/30/2023	614	614	614	614	614	614	614	614	614	614	614	614
310	THE COUNTY OF ORANGE -	883	2/1/2006	6/30/2022	883	883	883	883	883	883	883	883	883	883	883	883
320	DAYLE MCINTOSH CENTER	1,218	12/21/2014	8/31/2024	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218
320A	Vacant	0			0	0	0	0	0	0	0	0	0	0	0	0
320B	Vacant	0			0	0	0	0	0	0	0	0	0	0	0	0
320C	Vacant	0			0	0	0	0	0	0	0	0	0	0	0	0
320D	Vacant	0			0	0	0	0	0	0	0	0	0	0	0	0
330	CAROLYN BEHRENS	800	6/1/2017	5/31/2022	800	800	800	800	800	800	800	800	800	800	800	0
330	CAROLYN BEHRENS	800	6/1/2022	5/31/2027	0	0	0	0	0	0	0	0	0	0	0	800

Database:	ESSEXREALTY	Occupancy Vacancy Report	Page:	2
ReportID:	BF_OCCVAC	742 - STD_Rev - 742	Date:	6/24/2021
Entity:	CITY OF LAGUNA HILLS	CITY OF LAGUNA HILLS	Time:	6:14 PM
Workbook:	2156	From 07/21 to 06/22		
Type:	GROSS LEASEABLE AREA			

Suite	Lease Name	Square Feet	Rent Start	Physical End Date	07/21	08/21	09/21	10/21	11/21	12/21	01/22	02/22	03/22	04/22	05/22	06/22
Vacant					8,735	8,735	8,735	6,264	6,264	6,264	6,264	3,015	3,015	3,015	3,015	3,015
Occupied SF					43,210	43,210	43,210	45,681	45,681	45,681	45,681	48,930	48,930	48,930	48,930	48,930
Total SF					51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945	51,945
Occupancy %					83.18%	83.18%	83.18%	87.94%	87.94%	87.94%	87.94%	94.20%	94.20%	94.20%	94.20%	94.20%



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association

RECOMMENDATION: That the City Council: 1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting a Memorandum of Understanding between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA), and superseding all previous LHCEA Memorandums of Understanding effective July 1, 2021"; and 2) Authorize the City Manager to execute the Memorandum of Understanding.

SUMMARY:

The current two-year Memorandum of Understanding (MOU) between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA) expired on June 30, 2021. In anticipation of the end of the term of the current MOU, on May 13, 2021, the LHCEA initiated labor negotiations by submitting a proposal to Management Staff. Staff negotiated the salary and benefits, consulted with the City Council and reached a tentative agreement with the LHCEA negotiators. The LHCEA members ratified the tentative agreement on June 29, 2021. The tentative agreement is incorporated into the attached two-year MOU, which has an effective date of July 1, 2021. It is anticipated that the total two-year net cost of the agreement is estimated at \$93,163-\$138,591, with the final amount dependent on the cost of living adjustment for FY 2022-2023 and the results of the 2021 classification and compensation study. Staff recommends approval of the attached enabling Resolution and two-year MOU.

BACKGROUND:

On May 13, 2021, the Laguna Hills City Employees Association (LHCEA) initiated labor negotiations and submitted a proposal to Management Staff. The LHCEA proposal and recommended counter-proposal were presented to the City Council in Closed Session on June 8, 2021. There were subsequent counter-proposals from both sides, which were presented to the City Council in Closed Session at the June 22, 2021, City Council meeting.

After five meetings with the Association and two Closed Sessions with the City Council, the following tentative agreement was reached with the LHCEA:

1. The City agrees to a two-year term for the MOU beginning on July 1, 2021, and expiring on June 30, 2023.
2. The City agrees to conduct an in-house market study for compensation in March 2023 prior to the MOU expiration. The City shall utilize the same comparator agencies as in the 2020 study.
3. Employees who are below the comparator agencies' average in the 2021 market study will have their ranges adjusted to the 5% threshold, effective January 1, 2022. Any employee whose range is set to increase by more than 5% due to the market study will receive 5% of the increase on January 1, 2022. The remaining increase will be provided on July 1, 2022.
4. The City agrees to increase salary ranges by a 2% cost of cost of living adjustment (COLA) on July 1, 2021 .
5. The City further agrees to increase salary ranges by the April CPI for the Los Angeles-Long Beach-Anaheim area for All Consumers on July 1, 2022, with a minimum of 1% and maximum of 3% change.
6. The City agrees to continue to freeze the splitting of health insurance premium increases for the next two years.
7. City employees currently receive a bereavement leave benefit of three days (equivalent to 24 hours). The City agrees to increase bereavement leave to a maximum of five days (equivalent to 40 hours).

The City's offer was ultimately accepted by the LHCEA negotiating team and ratified by

MOU with Laguna Hills City Employees Association

July 13, 2021

Page 3

its members on June 29, 2021. The terms of the tentative agreement have been incorporated in the attached MOU. Consequently, Staff recommends the City Council adopt the attached enabling Resolution and MOU.

FISCAL IMPACT:

The total net cost for the two-year agreement is \$93,163-\$138,591, with the final amount dependent on the cost of living adjustment for FY 2022-2023 and the results of the 2021 classification and compensation study. Amounts for both years are within the adopted 2021-2023 Biennial Budget.

ATTACHMENTS:

- Proposed Resolution Adopting MOU
- Memorandum of Understanding 2021-2023

RESOLUTION NO. 2021-07-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION (LHCEA), AND SUPERSEDING ALL PREVIOUS LHCEA MEMORANDUMS OF UNDERSTANDING EFFECTIVE JULY 1, 2021

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

WHEREAS, the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("LHCEA") have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and the City Council Resolution No. 2012-02-14-3; and

WHEREAS, the City and the LHCEA have reached agreement on wages, benefits, hours, and other conditions of employment for the period of July 1, 2021 through June 30, 2023; and

WHEREAS, a previous Memorandum of Understanding ("MOU") between the City of Laguna Hills and the LHCEA was approved and adopted by the City Council on June 12, 2018, which was effective between July 1, 2018 and June 30, 2021.

NOW, THEREFORE, THE CITY COUNCIL 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. The Memorandum of Understanding, attached hereto as Exhibit A, between the City and LHCEA is hereby approved and adopted and made effective July 1, 2021. All previous resolutions pertaining to the Memorandum of Understanding between the City and LHCEA are hereby superseded effective July 1, 2021.

PASSED, APPROVED, AND ADOPTED this 13th day of July 2021.

ERICA PEZOLD, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2021-07-13-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 13th day of July 2021, by the following vote:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Memorandum of Understanding between the City of Laguna Hills and the Laguna Hills City Employees Association

I. This Memorandum of Understanding “MOU”) shall be effective July 1, 2021 and shall remain in effect until June 30, 2023.

II. Recognition

A. The City of Laguna Hills recognizes the Laguna Hills City Employees Association (“LHCEA” or the “Association”) as the exclusive bargaining representative for all regular full-time, and extended part-time non-management and non-confidential employees as those positions are defined in the Employer-Employee Relations Resolution adopted by the City. The terms of this MOU will only apply to those employees who are part of LHCEA.

III. Types of Employees

A. Full Time: 40 hrs/wk (80/2 wks)

B. Extended Part Time: 20 or more but less than 40 hrs. Such employees are at-will.

C. Temporary: Of limited duration, not to exceed 12 months. With the exception of an absence due to disability, no work currently being performed by bargaining unit employees may be performed by temporary employees. Such employees are at-will.

IV. Salary and Pay

A. The Salary Schedule for those positions in the bargaining unit as of the time of the signing of this MOU is as follows:

FULL-TIME POSITIONS – NON-MANAGEMENT	MONTHLY RANGE	
Accountant	\$ 7,072.63	\$ 8,597.91
Administrative Assistant I	\$ 5,414.28	\$ 6,580.55
Assistant City Clerk	\$ 6,951.95	\$ 8,450.13
Assistant City Engineer	\$ 11,205.03	\$ 13,619.78
Assistant Planner	\$ 6,137.32	\$ 7,459.67
Community Services Superintendent	\$ 9,767.27	\$11,871.73
Information Technology Specialist	\$ 7,740.58	\$ 9,409.73

Management Analyst	\$ 6,250.93	\$ 7,598.04
Parks Supervisor	\$ 7,839.21	\$ 9,528.59
Permit Technician	\$ 5,313.33	\$ 6,458.51
Permit Technician Assistant	\$ 4,516.38	\$ 5,490.19
Public Works Supervisor	\$ 7,839.21	\$ 9,528.59
Records Management Coordinator	\$ 5,702.44	\$ 6,930.75
Recreation Coordinator	\$ 4,614.17	\$ 5,609.55
Senior Management Analyst	\$ 7,989.23	\$ 9,710.05
Senior Planner	\$ 8,333.60	\$10,129.33

B. Salary Increases

Effective July 1, 2021, the City agrees to increase salaries by a cost of living adjustment of 2%. Effective July 1, 2022, the City agrees to further increase salary ranges in accordance with the Consumer Price Index (“CPI”) for April 2022 for the Los Angeles-Long Beach-Anaheim area for All Urban Consumers, with a minimum increase of 1% and a maximum increase of 3%.

The City is currently completing a 2021 comprehensive classification and compensation study. Employees whose classification salary ranges are below the threshold of 5% above the comparator agencies’ average, as determined by the results of the 2021 compensation study, will have their classification salary range adjusted to 5% above the comparator agencies’ average. Any classification with a salary range increase of more than 5% due to the results of the 2021 compensation study will receive 5% of the increase on January 1, 2022. The remaining increase will be provided on July 1, 2022. The City agrees to conduct an in-house market study for compensation in March 2023, prior to the MOU expiration. The City will use the same comparator agencies that were surveyed in the 2018 compensation study.

C. Working Out of Class Pay

This section defines when an employee will receive compensation for performing duties in a higher position and classification on an interim or temporary basis.

Employees working out of class as defined herein will be paid an additional 5% of their current classification base salary or first step of the higher classification, whichever is higher. Compensation for working out of classification is provided as monetary recognition to an employee for assuming and performing the duties normally performed by an employee in a higher classification. Working out of one's position classification must be for an extended period of time wherein a need exists to fulfill the duties and responsibilities of the vacant position. Such an appointment must be approved in advance, in writing, by the City Manager. An extended period of time is generally considered five or more working days.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level. The employee's hire date and anniversary date will remain unchanged throughout the temporary assignment.

If an employee separates from service while on an acting assignment, the employee's regular salary rate, not acting pay, will be used as the basis for any vacation payout.

D. Overtime / Compensatory Time

Full-time and extended part-time, non-management employees assigned duties beyond 40 hours for a regular work week will be compensated for overtime in one of two ways:

1. One and one-half payment of the employee's regular rate of pay for each hour worked over 40 in a work week, or
2. One and one-half hours of compensatory time off for each hour worked over 40 in a work week.

E. Maximum Hours of Compensatory Time

Unless authorized by the Deputy City Manager, employees may not accrue more than 120 hours of compensatory time. After an employee has accrued 120 hours of compensatory time, all subsequent overtime hours worked will be compensated for in cash. The General Government Department will provide a notice when a compensatory balance exceeds 90 hours.

F. Using Compensatory Time

Accrued compensatory time must be used prior to accessing accrued vacation time. When using compensatory time, employees must obtain prior approval from their supervisor.

G. Compensatory Time at Termination

Any compensatory time balance will be paid at the employee's most recent non-exempt rate of pay to the employee upon termination, retirement, or change of status from non-exempt to exempt.

V. Hours and Work Week

A. Hours

1. The Laguna Hills' City Hall operates from 7:30 a.m. to 5:30 p.m., Monday through Thursday and 8:00 a.m. to 5:00 p.m. on Fridays.
2. Full-time non-management employees work a 40-hour work week; however, the City reserves the right to adjust work hours to meet changing needs and requirements.
3. Some full-time non-management employees work a 9/80 schedule which consists of working eight nine-hour days and one eight-hour day during a two-week period for a total of eighty hours.

B. Work Week

The work week is a fixed and recurring period of 168 hours, or seven consecutive 24-hour periods. The work week begins and ends on either mid-shift Mondays or mid-shift Fridays depending on whether an employee takes every other Friday off or every other Monday off. The workweeks are structured on an individual or group work basis so that 40 hours of work regularly occurs during the fixed and regularly reoccurring period of 168 hours. The specific workweek for each employee is fixed by the City Manager or his designee and is maintained by the Finance Department.

C. Lunch Periods and Breaks

A department's Supervisor will coordinate daily lunches and breaks. Lunch breaks are unpaid. Lunches and breaks are provided as follows:

1. Full-Time, Non-Management Employees:

8 hour day: 1 hour lunch, two 15-minute breaks

9 hour days for employees on a 9/80 work schedule: 1 hour lunch, two 15-minute breaks

2. Part-Time Employees:

8 hour day: 1 hour lunch, two 15-minute breaks

6-7 hour day: 1/2 hour lunch, two 15-minute breaks

4-5 hour day: one 15-minute break

4 hours: no break

VI. Recruitment

The Deputy City Manager will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal, and equal employment opportunity requirements. All hiring efforts are conducted in the spirit of equal opportunity and non-discrimination.

All City appointments and promotions shall be based on merit and fitness, and will be determined by a competitive examination.

A. Closed-Promotional Recruitment

The Deputy City Manager will first consider promotions from within the City. Promoting from within the City is considered a closed-promotional recruitment. Promotions must be recommended by the Department Head and approved by the City Manager. Even if one qualified candidate within the City exists, the Deputy City Manager will not be required to promote that individual and may use her discretion to go outside and conduct an open recruitment.

B. Open Recruitment

If a closed-promotional recruitment is not recommended or approved, the Deputy City Manager will seek outside candidates through open recruitment. Job announcements will be distributed to City employees and locally advertised in appropriate publications.

No applications for a position will be accepted after the published closing date. If there are no sufficiently qualified candidates at the closing date, the position may be reopened and re-advertised.

VII. Probation

A. The probation period is an integral part of the employment process and provides the opportunity to observe the employee's work and assist the employee's adjustment to the new position. During this period, the probationary employee will have no rights of tenure, and may be terminated with or without cause either during or at the end of the probation period.

B. Duration

1. All newly-hired, full-time, non-management employees are subject to a one-year probation period. A Department Director must specifically affirm that an employee has passed probation before he or she will have actually passed probation.
2. Employees reclassified to a position where they have assumed new duties and responsibilities shall be subject to a six-month probation period.

C. Extensions

1. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.
2. The employee will be notified in writing of such an extension.

D. Promotional Probation Period

1. All promoted employees are subject to a six month probation period. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.
2. The six month probation period for promoted, full-time non-management employees will begin on the first day of the promotion or reclassification.
3. Prior to the end of this period, the Department Head may recommend that the employee return to the former position, range, and salary if the employee's performance and conduct does not meet the standards required for the new position or classification.

E. Action at the End of Probationary Period

Prior to the end of an employee's probationary period, the City Manager, or designee, shall take one of the following actions:

1. Affirm, in writing, the satisfactory performance and conduct of the employee and designate the employee for regular, full-time employment status.
2. Extend the employee's probationary period.
3. Return the employee to their former class and pay step before promotional probation. If no position is available in the same class and pay step, employee shall be placed in the next highest paid position. If regular, full-time status was not previously attained, the probation period must be completed.
4. Terminate the employee if the employee was newly hired for failing to pass probation.

VIII. Layoff

A. The City Manager may separate any employee from employment, eliminate a class of positions, or freeze vacant positions, because of financial necessity, reduction of work, or abandonment of activities. However, no regular, full-time employee shall be separated from any department while there are emergency, seasonal, probationary, or temporary employees serving in the same class of positions in the City.

If the City Manager eliminates a position, the employee holding such position may be laid off or demoted without disciplinary action and without the right of appeal.

B. Layoff Procedures

The procedure to reduce the work force shall be as follows:

1. 30-Day Notice to the Association and 14 days' notice to affected employees.

Employees separated from the City through a reduction in force shall be given a 14-day advance notice of the separation explaining the reason for the separation.

2. Returning City Property

Prior to separation, keys, City identification cards, computer pass-words, security codes, and other City-owned property shall be given or returned to the Deputy City Manager.

3. Compensation

When all City property has been returned, the employee shall receive a two-week severance pay based on his/her current pay scale. Additionally, the employee will receive compensation for his/her accrued vacation and sick leave, in accordance with current City policies.

Vacation and sick leave will be compensated in the following manner:

All accrued unused vacation leave shall be paid to the separated employee at his/her current pay scale. The separated employee may also convert unused personal sick leave in excess of 160 hours at a ratio of eight hours of vacation leave for every 24 hours of personal sick leave. If conversion occurs, the employee may increase their compensable vacation leave up to 320 hours.

4. Exit Interview

Prior to separation, the Deputy City Manager shall schedule an exit interview with the employee. Employees are encouraged to use the exit interview process.

C. Reemployment List

The names of regular employees who have been laid-off due to a reduction in the work force shall be placed on an appropriate layoff reemployment list according to the date and the order separated from City service. A reemployment list shall be established by placing the last employee laid-off on the top of the list as the first employee eligible for reemployment. All subsequent laid-off employees will be eligible for reemployment in the same manner.

Each employee on a layoff reemployment list shall remain on that list for six months, and laid-off employees will be considered for reemployment in the same class, or a lower classification within the same classification series, as they were laid-off. The City Manager may extend the active period of reemployment lists or an employee's eligibility if it is in the City's best interest.

D. Order of Layoff

Layoffs will be considered in the following order: temporary, part-time, extended part-time, probationary, and regular employees. Regular employees will be laid off in the inverse order of their seniority in their classification in the department. A layoff out of the inverse order of seniority may be made if, in the City Manager's judgment, retention of special job skills is required.

In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve months prior to the layoff, as follows:

First, all employees having ratings of "improvement needed"; second, all employees having ratings of "competent"; third, all employees having ratings of "outstanding."

Employees who have been promoted into a higher paying classification within a different department shall have rights of reversion to his/ her previously occupied position if subject to layoff.

IX. Management Rights

The rights of management include but are not limited to:

A. Determine the mission of its constituent departments and boards;

- B. Set standards of service and hours of operation;
- C. Determine the procedures and standards of selection for employment and promotion;
- D. Determine the content of job descriptions;
- E. Direct its employees;
- F. Take disciplinary action;
- G. Relieve its employees from duty because of lack of work or for other legitimate reasons;
- H. Maintain the efficiency of governmental operations;
- I. Determine the methods, means, and personnel by which governmental operations are to be conducted;
- J. Take all necessary actions to carry out its mission in emergencies;
- K. Exercise control and discretion over its organization and the technology of performing its work.
- L. To propose new classifications during the life of this MOU, and to utilize the procedures of this MOU in order to meet and confer on rates of pay and family of jobs for such new classifications, and to establish and determine thereby such new job classifications; and
- M. To promulgate, modify and enforce work and safety rules and regulations.

X. Employee Rights

The rights of employees include but are not limited to:

- A. The right to work in an environment free from harassment and discrimination based on sex, sexual orientation, race, age, disability, national origin, and religion.
- B. The right to not be retaliated against for complaining about harassment or discrimination in the workplace.
- C. The right to work in a safe work environment.
- D. The right to file grievances in accordance with the procedure set forth in this MOU.

XI. Association Rights

The Association shall have the following rights:

- A. Deduction of Dues: Upon receipt of an authorized card, membership dues of LHCEA members shall be deducted by the City from the paycheck of the members.
- B. Use of Bulletin Boards: The City will provide the Association access to two bulletin boards for purposes of posting information relevant to the Association and its meetings.
- C. Release Time For Meetings: Bargaining unit employees shall be provided with reasonable time off without loss of pay for purposes of meeting and conferring with management over wages, hours and working conditions and notifying its membership of such matters; processing grievances to be limited to meeting with management during the steps of the grievance process as outlined herein; and for representing employees in disciplinary meetings with management. In addition, bargaining unit employee shall be permitted to attend two annual meetings of the Association without loss of pay at a maximum of one hour for each meeting.

XII. Holidays

- A. The City will observe certain fixed holidays during which City Hall will be closed. These include:

New Year's Day
 Presidents Day
 Memorial Day
 Independence Day
 Labor Day
 Veterans Day
 Thanksgiving
 Day After Thanksgiving
 Christmas Eve (when Christmas Eve falls on a regularly scheduled work day)
 Christmas Day

- B. Full-time employees shall receive 8 hours pay for these holidays. In order to receive holiday pay, an employee must have received pay for all of both (1) the regularly scheduled work assignment immediately prior to a holiday and (2) the regularly scheduled working assignment immediately after that holiday.

- C. Full-time employees shall receive 108 holiday hours as set forth herein and use the remaining time as discretionary holiday leave subject to supervisor approval.

- D. Extended part-time employees shall receive a maximum of 54 hours for observed holidays as set forth in Section XII. A. above and use the remaining time as discretionary holiday leave subject to supervisor approval.

- E. With the exception of Christmas Eve, holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner.

F. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

G. On the anniversary of the 20th year of full-time service, employees shall receive a one-time allotment of 40-hours of discretionary holiday leave which must be used in a twelve-month period after received. Such discretionary holiday leave hours do not have any cash value.

XIII. Leaves

A. Leaves With Pay

Full-time employees accrue vacation and sick leave, discretionary holiday leave hours annually, and may accumulate compensatory overtime hours. In the interest of fairly and consistently accommodating all employees and maintaining adequate coverage for City Hall operations, all requested time off shall be first approved by the employee's immediate Supervisor and then approved by the Department Head with consideration to employee's preference and City's business needs.

All requests for leave will be considered based upon availability of employee's leave hours, work load, work schedules, and coverage.

The following process is to be followed when requesting time off:

- Employees desiring time off for planned vacation, discretionary holiday leave, compensatory time, or scheduled medical leave shall make such requests to their immediate Supervisor by filling out a Leave Request form as soon as practicable.
- Final approval of time off rests with the Department Head.
- Vacation leave may only be taken in increments of one hour.

1. Vacation

- a. Full-time, non-management employees accrue vacation according to the following schedule:

Years of Service	Rate
0-3	80 hrs/yr or 6.667 hrs/mo
3-10	120 hrs/yr or 10 hrs/mo
10+	160 hrs/yr or 13.334

- b. Extended part-time employees accrue vacation leave of 40 hours per year or 3.34 hours per month.
- c. Vacation Buy Back

Upon separation or retirement from City service, all employees shall be compensated at their current pay scale for their accrued vacation. No employee shall be allowed to carry over more than 320 hours of vacation time from one fiscal year to the next. At the start of the fiscal year, if an employee has more than 320 hours accrued, the City will automatically cash out any hours in excess of 320.

2. Sick Leave

- a. All full-time employees shall accrue sick leave at a rate of 8 hours per month. Extended part-time shall accrue sick leave at a rate of 4 hours per month.
- b. All full-time employees prior to completing ten years of service as full-time employees, (hereafter, “ten—year anniversary”) shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon honorable retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits set forth above can be exceeded to a maximum of 480 hours.
- c. When ill or injured, employees are required to notify their Department Head/Supervisor prior to starting the workday but no later than within one hour after the workday begins. When absence is due to a work-related injury, the employee's Department Head/Supervisor must be notified immediately. Medical verifications will be required for insurance purposes.
- d. All employees who know they will be absent from work shall receive their Department Head/Supervisor's permission in advance. Employees shall provide at least 30 days' notice for foreseeable leaves such as birth, adoption, or planned medical treatment.
- e. If an employee's accrued sick leave hours have been exhausted, additional sick time will be either unpaid leave time or deducted from available vacation hours. Use of sick leave hours is a privilege and not to be abused. Under such conditions, the City Manager may choose to identify the time off as an unpaid leave or as vacation time to be paid out of the employee's available vacation hours.
- f. Care for Ill Family Member. Employees may use half of their accrued sick leave for the care of an ill child, parent, spouse, grandparent, grand-child, sibling, or registered domestic partner. "Child" includes a biological, foster, or adopted child; a child of the employee's domestic partner; a stepchild; a legal ward; or a child to

whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent; a step-parent; or a legal guardian. Sick leave to care for ill family members is subject to all policies that apply to sick leave.

3. School Activity Leave

Employees are entitled to take up to 40 hours of accrued leave annually to attend school related activities for their children. Such time off must be pre-approved by a supervisor and a supervisor may require proof of attendance.

4. Bereavement Leave

All full-time and extended part-time employees shall receive five (5) days, for a maximum of 40 total hours, bereavement leave for absence necessitated by the death of immediate family members. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the Deputy City Manager, the employee shall furnish satisfactory evidence of such death.

5. Court Leave

Although the City is not required to grant employees paid leaves of absence for jury duty pursuant to California Government Code Section 1230, the City has elected to grant full-time employees up to ten (10) working days of service with full pay while performing jury duty services. If an employee is required to serve more than ten working days, then the City Manager may grant an extension of time off with or without pay.

- a. If summoned to jury duty, employees should immediately notify their Department Head/Supervisor.
- b. Compensation received from jury duty will be deducted from the employee's paycheck; travel, parking, and meal allowances granted by the court may be retained by the employee.

6. Military Leave

- a. A full-time employee who is released from active duty with the United States armed forces will be entitled to reinstatement to their former position or one with similar compensation and duties with no loss of seniority rights and full reimbursement for up to 80 hours per fiscal year. However, military leave beyond 80 hours per year shall be without pay, unless the employee chooses to use vacation time while on leave.
- b. Prior to use of any military leave, an official copy of military orders must be submitted to the General Government Department.

7. Administrative Leave with Pay Pending Investigation into Possible Misconduct

The City, in its discretion, may place an employee on administrative leave with pay pending an investigation into possible misconduct by the employee.

B. Leaves Without Pay

1. Family Medical Leave Act (FMLA) (See City's Personnel Policies and Procedures)
2. Time off for voting. The City will provide reasonable time off to vote if based on the employee's residence and hours of work, he or she is not able to vote either before or after work.

XIV. Benefits

A. Retirement

The City shall participate in the California Public Employees Retirement System's (Cal PERS). Effective January 1, 2013, the City shall have two tiers of benefits as follows:

1. Tier 1 (Employees hired before January 1, 2013 or individuals hired after January 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Program and pay all employees' contributions to PERS as deferred income. Additional benefits provided through Cal PERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

Extension of Reciprocity Rights for Elective Officers

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement in the six months prior to employment with the City): 2% @ 62 with 3 year Final Compensation.

Tier 1 employees shall pay the full 7% of the employee's normal cost rate of the City's pension program with PERS. Tier 2 employees will pay 50% of the normal cost rate of the City's pension program with PERS.

B. Medical Insurance

1. Employees are eligible to receive medical insurance the 1st of the month following the date of hire by the City.

Effective July 1, 2021, the City will contribute the following towards employees' health insurance premium:

Employee Only	\$822.65
Employee + One	\$1,637.58
Employee + Family	\$2,126.94

During the term of this agreement, City contributions to medical insurance plan will increase to an amount not to exceed the equivalent of the annual increase in the PPO premium. Employees will be responsible for paying any portion of their health insurance premium not covered by the City's contribution amount.

For extended part-time employees, the City will provide and pay 50% of the City contribution amount paid to full-time employees for Employee only premiums.

2. Employees are responsible for notifying the General Government Department of changes in personal information including marital status, number or age of dependents, name, address, etc.
3. Medical insurance is subject to an open enrollment in October of each year.
4. Upon separation or dismissal, the employee should contact the General Government Department to make the necessary changes concerning insurance coverage.
5. Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees may continue health care coverage for themselves and their dependents under the City's group medical insurance program for a period not to exceed 18 months. The employee must pay the full insurance premium to receive coverage. Any dependent who loses coverage due to the death of the employee, divorce or legal separation from the employee, loss of dependent child status, or loss of Medicare eligibility, has the option to continue coverage for 36 months at the dependent's sole expense.

C. Dental

The City will provide and pay the full cost of a dental insurance plan for full-time employees and their dependents.

D. Vision

The City will provide and pay for the full cost of a vision insurance plan for full-time employees and their dependents.

E. Life Insurance

1. The City will provide and pay life insurance for full-time and extended part-time employees based on 150% of their base annual salary up to a maximum \$250,000.
2. Coverage is subject to the terms and conditions of the insurance policy given to employees at the time of employment.

F. Deferred Compensation

The City shall make available to all full-time employees the ICMA Retirement Corporations Section 457 Deferred Compensation Plan. This is a voluntary program and is funded at the sole cost of each participating employee.

G. Supplemental Retirement Program

The City shall provide a supplemental retirement program as set forth in Resolution No. 99-05-04-1.

H. Retiree Health Savings

The City shall provide a retiree health savings plan as set forth in Resolution No. 2001-12-11-2.

I. Mileage Reimbursement

All employees not receiving an automobile allowance shall be compensated at the prevailing IRS rate.

J. Disability Insurance

The City will provide and pay for a short and long-term disability plan for all full-time employees.

1. The City provides disability insurance for full-time employees, and includes a short-term disability insurance policy that pays 60% of employees' weekly earnings to a maximum of \$1,000 per week, less any other income benefits. Benefits begin after a 14-day elimination period and may continue for 24 weeks.
2. Employees may use their time available from vacation, discretionary holiday leave and sick time to receive compensation during the 14-day elimination period.
3. Long-term disability pays 60% of the full-time employee's basic monthly earnings to a maximum of \$10,000 per month, less any other income benefits. Benefits begin after a 180-day elimination period.

4. Employees must provide a doctor's release prior to returning to work, and the City will pay the employee's insurance premiums during the six-month short-term disability period.

XV. Grievance Procedure

- A. An employee may file a grievance regarding management's interpretation or application of any provisions of this MOU.
- B. Disciplinary matters involving suspensions of five or more days and terminations (which are subject to the appeal procedure) in addition to matters involving harassment, discrimination, retaliation or safety violations are exempted from this process.

The following procedure shall be used:

1. If an employee has a conflict with his/her immediate Supervisor, and the employee believes further action is necessary to solve the problem, then the employee shall contact his/her immediate Supervisor to discuss the problem. If this discussion settles the matter, no further action is necessary. However, if the employee feels the meeting does not resolve the problem, then the employee shall contact the Department Head and the Deputy City Manager for a continuation of an information discussion.

2. If no satisfactory solution is reached, the employee has ten working days to begin the written proceedings.

3. The employee shall write a formal statement of grievance detailing the subject of the dispute and provide two copies to his/her immediate Supervisor. (One copy for the Deputy City Manager and the other for the employee's Department Head)

4. Within ten working days of receiving the written statement of grievance, the immediate Supervisor shall respond to the employee in writing.

5. If no response is received, or the response is unsatisfactory, the employee may:

- a. Request a reply from the Deputy City Manager within 20 working days of filing the original statement of grievance.
- b. The Deputy City Manager shall reply in writing within ten working days of receiving the employee's request for reply.

6. If no reply is received, or the reply is unsatisfactory, the employee may:

- a. Send a copy of the original written grievance to the City Manager within 40 working days of filing the original statement of grievance.

- b. The City Manager will reply with a written decision within 30 calendar days of receiving a copy of the original statement of grievance. The City Manager's decision is final and not appealable.

C. Important Details

1. When filing a formal grievance, staying within the time limits is extremely important. A grievance will be forfeited if timelines are not adhered. Time limits may be extended by mutual agreement of the parties at any step of the process.

2. Be concise and factual. Cite dates and times verbally and in writing. In the written response, the employee should clearly state the specific problem being appealed, any actions to be taken, and the reasons for the actions.

3. Employees may request another person's assistance to write or present their response and explanation at any time.

XVI. Appeals Procedure for Suspensions of Five Days or More, Demotions, and Terminations

A. Management will not impose a suspension of five or more days, demote, or terminate a non-probationary full-time employee without just cause. A written notice of such proposed action shall be served on the employee personally, or by certified mail, at least fourteen calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
3. copies of all material on which the proposed action is based;
4. a statement of the employee's right to respond –either orally or in writing – prior to the effective date of such proposed action;
5. a statement of the employee's right to representation; and
6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, demotion or discharge, an employee will be given an opportunity to respond – either orally or in writing at the employee's option – to a designated City representative, who has the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee may represent him or herself or may be represented by an Association representative in the disciplinary process.

D. An employee shall receive written notice either sustaining, modifying, or canceling a proposed action on or prior to the effective date of such action.

E. Upon receipt of a notice of intent to impose disciplinary action, an employee may, within fourteen calendar days of receipt of such notice, submit a request to the supervisor / manager proposing discipline for a meeting to address the charges in the notice. A meeting will be scheduled at which the employee and/or his representative can make a presentation regarding why discipline should not be imposed or reduced. Within 14 calendar days of such meeting, the supervisor/ manager initially proposing discipline will render a decision regarding the matter.

F. If the employee does not agree with the decision and wishes to further appeal the decision, he or she may file an appeal with the City Manager or his designee within fourteen calendar days of receipt of the decision from the supervisor/ manager. An appeal to the City Manager or his designee consists of a full trial-type evidentiary hearing where the employee may present witnesses and written evidence as well as have the opportunity to cross-examine witnesses and make opening and closing arguments (either in writing or orally). An employee may represent him or herself or may be represented by an Association representative. Such hearings are closed to the public but may be tape recorded or recorded through a court reporter. At the conclusion of the hearing, if a designated hearing officer is used, he or she will render a recommendation to the City Manager within the 30 days after the matter is submitted. The City Manager will consider the recommendation and either uphold or modify the recommendation. The City Manager's decision will be the final step in the appeal process.

XVII. Severability

In the event that any provision of this MOU is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire MOU, it being the express intent of the City Council that all other provisions not declared invalid shall remain in full force and effect.

XVIII. No Strike

During the life of this MOU, no work stoppages, strikes, slowdowns, or other concerted employee actions that can be interpreted as job actions shall be caused or sanctioned by the Association – nor shall any lockouts be caused by the City. In the event any employees covered by this MOU, individually or collectively, violate the provisions of this section and the Association fails to make all reasonable efforts to halt the work interruption, the Association and the employees involved shall be deemed in violation of this section. The City shall be entitled to seek all remedies available to it under the applicable law.

XIX. City's Policies and Procedures

All rules of conduct set forth in the City's Policies and Procedures (as modified from time to time) pertaining to such matters as harassment, drug and alcohol testing, dress code, workplace violence, FMLA, pregnancy disability leave, court leave and other policies applicable to all employees of the City shall continue to apply to bargaining unit employees unless otherwise made expressly inapplicable to bargaining unit employees.

XX. Association Accessibility to Employees

The City and Association have met and conferred and reached agreement regarding the implementation of Assembly Bill 119.

XXI. Annual Labor / Management Committee Meetings

The City and Association agree to implement annual labor / management committee meetings. The Association may request additional meetings if needed.

KENNETH H. ROSENFELD
INTERIM CITY MANAGER

JENNIFER LEE
LHCEA PRESIDENT

MELISSA AU-YEUNG
DEPUTY CITY MANAGER

JULIE COMELLA
LHCEA VICE PRESIDENT

JANICE REYES
FINANCE DIRECTOR

AMBER SHAH
LHCEA SECRETARY

Date

Date



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Director of Public Services
ISSUE: Amendments to the ERMAC Joint Powers Agreement and Bylaws

RECOMMENDATION: That the City Council approve Amendments to the Exclusive Risk Management Authority of California Joint Powers Agreement and Bylaws.

SUMMARY:

The City is a member of the Exclusive Risk Management Authority of California (ERMAC), a general liability insurance pool with the Cities of Beaumont, Hayward, and Santa Maria. In 2019, the ERMAC Board of Directors (Board) began a process to qualify for an accreditation program of the California Association of Joint Powers Authority (CAJPA), which included specific amendments to the Joint Powers Agreement (Agreement). The Board recently approved additional amendments to the Agreement to comply with the accreditation program with CAJPA, as well as other amendments to comply with the Joint Exercise of Powers Act (Gov. Code § 6500 et seq.). Staff recommends that the City Council approve the amendments to the Agreement as well as the related Bylaws updates.

BACKGROUND:

The Exclusive Risk Management Authority of California (ERMAC) is a joint insurance pool of four cities including the Cities of Laguna Hills, Beaumont, Hayward and Santa Maria, formed to reduce the collective cost of insurance bought in a group instead of as individual cities. The ERMAC Board and its member agencies adopted the Agreement on June 27, 2003, for the purpose of providing general liability insurance to its members. As a member of ERMAC, the City receives high-value general liability and property

Amendments to the ERMAC Joint Powers Agreement

July 13, 2021

Page 2

insurance coverages for municipal operations at a lower cost. Coverages generally are \$50 million for tort and injury losses, and \$1 billion for property losses. Additional coverages include employment practices liability, crime, earthquake and cyber-security.

Since 2003, the Agreement has been amended three times; to change the name of the Authority, add Section 15 related to contractual liability of member agencies, and most recently in 2019, to comply with the CAJPA accreditation program. The CAJPA accreditation designation involves a detailed examination of ERMAC's legal and operational documents, risk management, loss control, claims programs and statutory compliance.

The legal counsel for ERMAC has recommended additional revisions, amendments, to the Agreement and related compatible modifications to the Bylaws. The proposed changes to the Agreement are made to indicate the effective date of the amendments, state the conditions under which California public agencies could join the JPA, provide for appointment of a treasurer and an auditor, specify the member whose restrictions will apply to the Authority of California Government Code Section 6500, increase the amount of notice for member withdrawal, require at least one Board meeting per year, clarify that a separate agency was created, add member responsibilities, provide for assessments and distribution of surplus, procedure for expulsion, specify the effect of withdrawal, and provide for distribution of assets if the Agreement is terminated.

For these proposed Agreement Amendments to become effective, the City Council of each member agency must also approve the same amendments. For ease of reference, the amendments to the Agreement are highlighted below:

- Sections 1 and 10 were revised to refer to the Agreement as updated and amended, and to clarify that the effective date of the amended and restated agreement is when the last of the members has executed it.
- Section 3 specifies that California public agencies are eligible to join upon approval by at least two-thirds of the Board. (CAJPA accreditation standards requires such a provision.)
- Section 4(H) provide for appointment of a treasurer and an auditor, and for an annual audit, as required by Government Code section 6505.6. (CAJPA accreditation standards requires such a provision.)
- Section 5 is revised to increase the prior 30-day notice period for withdrawal to a

Amendments to the ERMAC Joint Powers Agreement

July 13, 2021

Page 3

provisional notice six months notice before the end of the fiscal year and final notice three months before the end of the fiscal year.

- Section 15 is slightly revised to clarify that the Authority is a separate public entity created by the Agreement.
- Section 16 is new. CAJPA's accreditation standards require a provision for obligations of members, so Section 16 lists the responsibilities of members including cooperation regarding claims, prompt payment of amounts owed to the Authority, furnishing necessary information, establishment of risk management programs, compliance with governing documents, and appointments to the Authority's board.
- Section 17 gives the Board authority, by a two-thirds vote, to impose assessments and declare distributions, and requires assessments and distributions to be pro rata to premiums paid. (CAJPA requires provisions for assessments and distributions.)
- Section 18 allows expulsion of a member by a two-thirds vote. (CAJPA requires provision for terminating a member based on issues such as non-payment of premiums, underwriting problems, or the failure to adequately control risks.)
- Section 19 covers the effect of withdrawal, including a continuing obligation to cooperate and pay any amounts owed. (CAJPA requires provisions for withdrawal.)
- Section 20 provides for termination of the Authority and proportionate distribution of assets upon termination. (CAJPA requires provisions for distribution upon termination, as does Gov. Code § 6512.)

In addition to the revised proposed Agreement, the updated ERMAC Bylaws are also provided which includes minor compatible changes to this document. Collectively, the changes to the Agreement and to the Bylaws will improve the opportunity for ERMAC to entice additional membership and continue to spread risk resulting in lower costs for each Agency.

ATTACHMENTS:

- Amended ERMAC Joint Powers Agreement
- ERMAC Bylaws

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE
CALIFORNIA RISK MANAGEMENT AUTHORITY**

This amended and restated Agreement replaces the original Agreement made and entered into as of the 24th day of June 2003, by and between the Agencies that were then parties to the Agreement.

RECITALS

A. Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (section 6500 et seq.) permits two or more public agencies by Agreement to exercise jointly powers common to the contracting parties.

B. The public agencies executing this Agreement desire to join together for the purpose of jointly funding, purchasing and/or establishing insurance and risk management programs as determined.

C. Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power Agreements shall not be considered the giving or lending of credit as prohibited therein.

D. California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these.

E. California Government Code Section 990.6 provides that the cost of insurance is a proper charge against the local public entity.

F. California Government Code Section 990.8 provides that two or more local public entities by a joint powers Agreement may provide insurance by any one or more of the methods specified in Government Code Section 990.4, and the pooling of self-insured claims losses is not considered insurance nor subject to regulation under the Insurance Code.

G. California Government Code Section 990.8 also provides that a joint powers Agreement may provide that if any peril insured or covered under a contract has existed and the joint powers authority or other parties participating in the pool have been liable for any period, the Agreement may provide that the insured or covered agency is not entitled to the return of premiums, contributions, payments, or advances so far as the particular risk insured or covered is concerned.

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

PURPOSE AND POWERS

1. Authority Created and Effective Date of Agreement.

This Authority was created pursuant to Government Code section 6502 on June 24, 2003. This This amended and restated Agreement is effective as soon as executed by all current member Agencies. The primary officer of the Authority shall promptly notify all member Agencies in writing of the effective date of this amended and restated Agreement. This Agreement shall remain in effect until terminated as provided herein. This Agreement does not create a separate entity (as permitted by Government Code section 6503.5).

2. Authority Name.

The Authority shall be known as the Exclusive Risk Management Authority of California.

3. Purpose of the Agreement: Common Exercise of Powers.

The Agencies enter into this Agreement in order to jointly develop and fund insurance and other related programs as determined by the Agencies wishing to participate in such programs or obtain services. Programs may include, but are not limited to, the creation of joint insurance funds, including excess insurance funds, the pooling of self-insured claims and losses, purchase of insurance, including reinsurance, and the provision of necessary administrative and other services. Such services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting and legal defense services. New members may be admitted to the Authority upon approval by a two-thirds or higher vote of the Board of Directors. Eligibility is limited to California public agencies.

4. Powers.

The Authority has, and the Agencies delegate to the Authority, all powers reasonably necessary or prudent to perform and provide the services as generally described in Section 3 of this Agreement. In the exercise of the powers as provided in this agreement, the Authority shall conduct its business and perform its services in the same manner as a general law city. The agencies acknowledge that the powers delegated to the Authority are common to the Agencies. This delegation of powers includes, but is not limited to, the following:

- (A) To make and enter into contracts.
- (B) To employ agents and employees.

- (C). To incur debts, liabilities, and obligations.
- (D). To acquire, hold, or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and public agencies.
- (E). To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment or property.
- (F). To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (G). To carry out all provisions of this Agreement.
- (H). To appoint a Treasurer and an Auditor (which may be a consultant retained for that purpose) pursuant to Government Code section 6505.6. Per that section, the Treasurer shall cause an annual audit to be conducted.

The delegated powers shall be exercised pursuant to the terms of this Agreement and in the manner provided by law.

5. Withdrawal.

Each Agency can terminate its participation under this Agreement upon the giving of written notice to the primary officer of the Authority of provisional termination by December 31 and final notice of termination by March 31 prior to the renewal date of the Agency's Memorandum of Coverage. An Agency's withdrawal from the liability program of the Authority shall terminate the Agency's participation under this Agreement.

6. Board of Directors.

The governing body of each Agency shall appoint one person to serve as a member of the Board of Directors of the Authority. The Board of Directors shall have the authority to act on behalf of the Authority and all actions shall be approved by a majority of the members of the Board of Directors. The Board of Directors shall conduct meetings and operate in accordance with bylaws it shall create. At least one regular meeting shall be held each program year.

7. Limitations on Returns of Premiums.

Consistent with the provisions of California Government Code Section 990.8, each Agency shall not be entitled to the return of premiums, contributions, payments, or advances if any peril insured or covered under a contract has existed and the Authority or other parties participating in this

Authority have been liable for any period, so far as the particular risk insured or covered is concerned.

8. Notices.

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to each party to this Agreement at the primary business location of that agency.

9. Severability.

Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

10. Sole and Entire Agreement.

Once effective, this amended and restated Agreement constitutes the sole and entire Agreement between the agencies with respect to the subject matter hereof. This Agreement correctly set forth the obligations of the parties hereto to each other as of the date of this Agreement. All agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

11. Due Authority.

The agencies hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the agencies.

12. Construction.

The agencies agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

13. Amendments.

Amendments to this Agreement shall be made only with the mutual written consent of all Agencies that are parties to this Agreement.

14. Indemnification and Hold Harmless.

Each agency herein agrees to save free and hold harmless the other agencies, their elected officers, employees, volunteers and agents for any claim, damage, or liability in connection the joint exercise of common powers described herein.

15. Contractual Liability of Agencies.

Pursuant to California Government Code §6508.1, the Agencies agree that the Authority is not one or more of the parties to this Agreement but is a public entity constituted pursuant to the Agreement, and the debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of the individual Agencies that are parties to this Agreement.

Furthermore, neither the Authority nor the Authority's Board of Directors shall have the power or the authority to bind the Agencies to any debt, liability, contract, or obligation, or to employ any person on behalf of the Agencies; no debt, liability, contract, obligation, employee, or agent of the Authority or the Board of Directors of the Authority shall be or constitute thereby a debt, liability, contract, obligation, employee, or agent of the Agencies or any of them.

16. Member Agency Responsibilities.

The member Agencies shall have the following responsibilities:

- A. to cooperate fully with the Authority in determining the cause of losses and in the settlement of claims, as defined in the Memorandum of Coverage;
- B. to pay cash contributions, cash assessments and other charges, promptly to the Authority when due;
- C. to provide the Authority with such statistical and loss experience data and other information as may be necessary for the Authority to carry out the purposes of this Agreement;
- D. to establish and maintain risk management programs including but not limited to loss control, risk transfer and employee safety programs;
- E. to cooperate with and assist the Authority and any insurer, claims adjuster or legal counsel retained by the Authority, in all matters relating to this Agreement;
- F. to comply with the bylaws and all policies and procedures adopted by the Board; and,
- G. to appoint a representative and alternate to the Board of Directors.

17. Assessments and Surplus Distributions.

The Board by two-thirds vote shall have the authority to levy an assessment on member Agencies upon a determination that it is necessary to meet the Authority's obligations. The assessment shall be *pro rata* in accordance with the respective initial premiums paid by members for the program year(s) giving rise to the deficit position. The Board by two-thirds vote shall have the authority to declare a distribution of surplus funds to current members upon a determination that surplus funds are available for distribution. Such distribution shall be *pro rata* in accordance with the respective initial premiums paid by current member Agencies for the program year(s) giving rise to the surplus position. Withdrawn members are not eligible for surplus distributions.

18. Expulsion.

The Board, by a two-thirds vote, may expel any member Agency from membership, effective at the end of the program year in which notice is given; such Agency shall have all the duties of a member that had voluntarily withdrawn.

19. Effect of Withdrawal.

Withdrawal of any member Agency under Section 5 shall not terminate its responsibility:

A. to cooperate fully with the Authority in determining the cause of losses and in the defense of covered claims;

B. to pay assessments, contributions, and any other amounts due and payable for program years in which the member Agency participated;

C. to provide such statistical and loss experience data and other information as may be necessary for the Authority to carry out the purposes of this Agreement; and

D. to cooperate and assist the Authority and any insurer, claims adjustor, or legal counsel retained by the Authority, in all matters relating to this Agreement. Coverage in all program years in which the member Agency participated will remain in effect and continue unless and until their respective program year(s) are closed to further claims by a two-thirds vote of the Board.

20. Termination and Distribution. This Agreement may be terminated at any time by the written consent of all member Agencies, or when due to withdrawals or expulsions, less than two member Agencies remain. Provided, however, that this Agreement shall continue in force for the purpose of disposing of all claims and all other functions necessary to wind up the affairs of the Authority. Upon termination of this Agreement, after resolution of claims, all assets of the Authority shall be distributed among past or present members of the Authority *pro rata* in proportion to the contributions made.

21. This Agreement may be executed in counterparts.

Executed pursuant to X City Council Resolution No. 03-098 this ____ day
of ____ at City, California.

By:

Attest:

**BYLAWS
OF
EXCLUSIVE RISK MANAGEMENT AUTHORITY OF CALIFORNIA**

ARTICLE I. OFFICES

Section 1. Principal office. The principal executive office of the Exclusive Risk Management Authority of California (JPA) shall be located in the State of California. The Board of Directors (herein called the "Board") is hereby granted full power and authority to change said principal executive office from one location to another within the State of California.

Section 2. Other Offices. Branch or subordinate offices may at any time be established by the Board at any place or places within the State of California.

ARTICLE II. MEMBERS

Section 1. Membership. Each member of the JPA shall be a member of the JPA during the term of their respective Memorandum of Coverage with all rights and obligations of such membership. Any California public agency may be a member of the JPA.

Expulsion of a member Agency pursuant Section 18 of the JPA Agreement, effective at the end of the program year in which notice is given, shall only occur upon a minimum of one hundred and twenty (120) days' advance notice to the member Agency.

Section 2. Directors and Alternates. Each member agency's elected body shall appoint as its representative Director a management level individual such as a chief executive officer, legal counsel, risk manager, or city manager. The Director may designate an Alternate Director to represent the member agency in the absence of the Director. All Alternate designations must be made by the Director in writing and delivered to the JPA.

ARTICLE III. BOARD

Section 1. Powers. Subject to limitations of the JPA Agreement, these Bylaws, and California Law, the business and affairs of the JPA shall be managed and all powers shall be

exercised by or under the direction of the Board of Directors made up of the representative Directors or their alternates from each member of the JPA.

Section 2. Place of Meetings. Regular and special meetings of the Board of Directors may be held at any place within the State of California as designated by the Board. In the absence of a designation, regular and special meetings shall be held at the principal executive office of the JPA. Any meeting, regular or special, may be held by teleconference consistent with the requirements of the Brown Act.

Section 3. Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman of the Board or the Secretary or a majority of the directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail or email, addressed to each director at that director's address as it is shown on the records of the JPA. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. In case the notice is delivered personally, or by telephone or electronic transmission (email), it shall be delivered personally or by telephone or email at least forty-eight (48) hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the representative who the person giving the notice has reason to believe will promptly communicate it to the director.

Section 4. Quorum. A majority of the authorized number of directors shall constitute a quorum for the transaction of business.

Section 5. Adjournment. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. If a quorum is not established, no business other than adjournment may be transacted.

Section 6. Notice of Adjournment. A copy of the order for adjournment shall be posted as required by Government Code Section 54955. No other notice of an adjourned meeting shall be necessary, unless the adjournment is for a period of 30 days or more, in which case notice of the adjourned meeting shall be given in the same manner as notice of the original meeting.

Section 7. Fees and Compensation of Directors. Directors and members of committees may not receive compensation for their services except such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors.

Section 8. Committees of Directors. The Board of Directors may, by resolution passed by a majority of the authorized number of directors, designate one or more committees of the Board of Directors. Any such committee, to the extent provided by the resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the JPA.

ARTICLE IV. OFFICERS

Section 1. Officers. The officers of the JPA shall be President, Secretary, Treasurer and Auditor. The JPA may also have such other officers as the JPA may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine officers shall be elected by the Board of Directors and each shall serve at the pleasure, of the Board, subject to the rights, if any, of an officer under a contract of employment

Section 2. President. The President shall preside over meetings of the Board of the JPA. The President shall execute documents on behalf of the Authority as authorized by the Board, serve as the primary liaison between the Authority and any other organization, and have such other powers and duties as may be prescribed by the Board.

Section 3. Secretary. The Secretary shall keep or cause to be kept, at the principal executive office and such other places that the Board may order, minutes of all meetings of the members, the Board, and its committees. In the absence of the President, the Secretary shall preside over meetings of the Board.

The Secretary shall give, or cause to be given, notice of all the meetings of the members and of the Board and any committees thereof required by the bylaws or by the law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board or the bylaws.

Section 4. Treasurer. The Treasurer of the JPA shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the JPA, and shall send or cause to be sent to the members of the JPA such financial statements and reports as the law or these bylaws require. The books of account shall at all times be open to inspection by any director. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the JPA with any depository designated by the Board.

The Treasurer shall disburse or cause to be disbursed the funds of the JPA as may be ordered by the Board, shall render to the Authority's auditor and the directors, whenever they request it, an account of all the financial transactions and the financial condition of the JPA, and shall have such other powers and perform such other duties as may be prescribed by the Board.

Section 5. Executive Director. The Board shall retain an Executive Director, who may be an individual or an entity, to perform the functions allocated to the Executive Director by these bylaws. The Executive Director shall, as directed by the Board or the Officers, prepare and post agendas, prepare and maintain minutes of meetings, maintain records of the JPA, and exercise and perform such other powers and duties as may be from time to time assigned by the Board of Directors or prescribed by these bylaws.

Section 6. Election of Officers. The officers of the JPA shall be chosen annually at the first meeting of the fiscal year by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

Section 7. Subordinate Officers. The Board of Directors may appoint, and may empower the President to appoint, such other officers as the business of the JPA may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these bylaws or as the Board of Directors may from time to time determine.

Section 8. Removal and Resignation of Officers. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting of the Board except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the JPA. Any resignation shall take effect on the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the JPA under any contract to which the officer is a party.

Section 9. Vacancies in Offices. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to that office.

ARTICLE V. INDEMNITY

Section 1. Indemnification of Directors, Officers, Employees, and Other Agents. The JPA is authorized to provide indemnification of agents for breach of duty to the JPA and its members against expenses, judgments, fines, settlements and other amounts actually and

reasonably incurred in connection with any proceeding arising by reason of the fact that such person is or was an agent of the JPA, and shall have the power to advance to each such agent expenses incurred in defending any such proceeding to the maximum extent permitted by that law. For purposes of this Article an "agent" of the JPA includes any person who is or was a director, officer, employee, or other agent of the JPA, or is or was serving at the request of the JPA as the director, officer, employee, or agent of another JPA or other enterprise, or was the director, officer, employee, or agent of the JPA which was a predecessor JPA of the JPA or other enterprise serving at the request of such predecessor JPA.

Section 2. Required Approval. Any indemnification under this Article shall be made by this JPA only if authorized in the specific case upon a determination that indemnification of the agent is proper under the circumstances because the agent acted in good faith and in a manner that person reasonably believed to be in the best interest of the JPA and; in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful, by:

(a) a majority vote of a quorum consisting of directors who are not parties to the proceeding; or by

(b) approval by the affirmative vote of a majority of the members of this JPA entitled to vote represented at a duly held meeting at which a quorum is present or by the written consent of holders of a majority of the members entitled to vote. For this purpose, the vote by the member to be indemnified shall not be considered or entitled to vote thereon; or by

(c) the court in which the proceeding is or was pending, on application made by this JPA or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this JPA.

Section 3. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by this JPA before the final disposition of the proceeding as authorized by the Board upon receipt of an undertaking by or on behalf of the agent to repay the amount of the advance unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 4. Other Contractual Rights. Nothing contained in this Article shall affect any right to indemnification to which persons other than directors and officers of this JPA or any subsidiary hereof may be entitled by contract or otherwise.

Section 5. Limitations. No indemnification or advance shall be made under this Article in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the JPA Agreement, a resolution of the members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 6. Insurance. This JPA shall have the power, upon and in the event of an appropriate determination by the Board of Directors, to purchase and maintain insurance on behalf of any agent of the JPA against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, regardless of whether this JPA would have the power to indemnify the agent against that liability under the provisions of this Article.

ARTICLE VI. RECORDS AND REPORTS

Section 1. Maintenance and Inspection of Records. The JPA shall keep at its principal executive office a record of its members, giving the names and addresses of all members.

Section 2. Maintenance and Inspection of Bylaws. The JPA shall keep at its principal executive office, original or a copy of these Bylaws as amended to date, which shall be open to inspection by the members at all reasonable times during usual business hours.

Section 3. Maintenance and Inspection of Other Records. The accounting books and records and minutes of proceedings of the members and the Board of Directors and any committee or committees of the Board of Directors shall be kept at such place or places in California designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the JPA. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. The minutes and accounting books and records shall be open to inspection upon the written demand of any members or holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to the holder's interests as a member. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts.

Section 4. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the JPA and each of its subsidiary JPAs. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

ARTICLE VII. GENERAL MATTERS

Section 2. Checks, Drafts. Evidences of Indebtedness. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the JPA, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors

Section 3. JPA Contracts and Instruments; How Executed. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the JPA, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the JPA by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4. Fiscal Year. The fiscal year of the JPA shall be from July 1 to June 30.

Section 5. Meetings. All meetings shall be held in compliance with the Ralph M. Brown Act (Gov. Code § 54950 et seq.).

Section 6. Necessary Filings. The Executive Director shall make any filings required by California law, including but not limited to the filings required by Government Code sections 6503.5, 6505, 53051, 53891, 53892, and 87306.5.

Section 7. JPA Website. If the JPA has a website, the Executive Director shall post agendas as required by the Brown Act (Gov. Code § 54954.2) and shall post annual compensation reports as required by Government Code section 53908.

ARTICLE VIII. AMENDMENTS

These Bylaws may be amended or repealed either by approval of a majority of the members entitled to vote or by the approval of a majority of the Board.

ARTICLE IX. RISK RETENTION

The JPA shall be empowered to retain risk on behalf of its agencies in an amount not to exceed \$500,000 per occurrence as defined in the Memorandum of Coverage adopted by the JPA. Any increase in this limit of retention must be approved by a two-thirds vote of the membership of the JPA.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Director of Public Services

ISSUE: Rejection of Bid Proposals for Citywide Pavement Rehabilitation, CIP No. 101-L & Ridge Route Drive Pavement Resurfacing, CIP No. 188

RECOMMENDATION: That the City Council reject all Bid Proposals for Citywide Pavement Rehabilitation, CIP No. 101-L & Ridge Route Drive Pavement Resurfacing, CIP No. 188 and direct Staff to reissue the Notice Inviting Bids and Specifications.

SUMMARY:

On June 23, 2021, the City received Bid Proposals for the Citywide Pavement Rehabilitation, CIP No. 101-L, and Ridge Route Drive Pavement Resurfacing, CIP No. 188, project. Six Bid Proposals were received. The apparent low bidder, Roy Allan Slurry Seal, Inc., interlineated a bid proposal item causing a circumstance in which all Bidders were not able to submit Bid Proposals based upon the same bid item specifications. Staff is unable to equally assess the results of the Bid and have rewritten the Bid Specification to avoid this circumstance from re-occurring. The revised Notice Inviting Bids and Specifications are on file in the office of the City Clerk and present on the dais. Staff, therefore, recommends all Bid Proposals for this solicitation be rejected and the Project be re-advertised for bids.

BACKGROUND:

In accordance with City Council authorization, on June 23, 2021, the City received Bid Proposals for the subject Project. While six Bid Proposals were received and the lowest bidders were within the Engineer's Estimate and Budget, Staff recommends rejection of all Bid Proposals because the Bidders were unable to submit a Bid Proposal on an equal

Rejection of Bid Proposals for CIP No. 101-L, & CIP No. 188

July 13, 2021

Page 2

basis. This is because the apparent low bidder, Roy Allan Slurry Seal, Inc., interlineated a bid proposal item causing a circumstance in which all Bidders were not able to submit Bid Proposals based upon the same bid item specifications. Staff is unable to equally assess the results of the Bid and have rewritten the Bid Specification to avoid this circumstance from re-occurring. The revised Notice Inviting Bids and Specifications are on file in the office of the City Clerk and present on the dais. It is recommended the City Council approve the revised Notice Inviting Bids and Specifications and authorize the re-advertisement for bids of this Project.

FISCAL IMPACT:

The Engineer's Estimate for this project is \$2.8 million. The 2021-2022 Fiscal Year Capital Improvement Program Budget for this Project is \$2.9 million.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Director of Public Services

ISSUE: Award of Contract for Laguna Hills Civic Center Tenant & Site Improvements, Suite 160

RECOMMENDATION: That the City Council award the contract for Laguna Hills Civic Center Tenant & Site Improvements, Suite 160, to SD Design Construction Corporation, in the low bid amount of \$231,300, reject the proposal from A2Z Construct, Inc., as non-responsive, reject all other bids, and authorize the Mayor to sign the construction contract.

SUMMARY:

In accordance with City Council authorization, bids for the subject project were opened on November 10, 2020, at which time seventeen bids were received. The apparent low bidder, A2Z Construct, Inc., was deemed non-responsive due to their subcontractor not having a valid DIR registration at the time of the bid opening as required by State Law. The next apparent low bidder, SD Design Construction Corporation, provided the lowest responsive bid in the amount of \$231,300.00, provided satisfactory references, is licensed for the contemplated work, is registered with the State Department of Industrial Relations and maintained their bid as valid for award. Award of the contract to SD Design Construction Corporation is recommended.

BACKGROUND:

On November 10, 2020, seventeen bids for the Laguna Hills Civic Center Tenant & Site Improvements, Suite 160, were opened as follows:

Award of Contract for Laguna Hills Civic Center Tenant & Site Improvements, Suite 160
 July 13, 2021
 Page 2

Bidder	Base Bid Amount
A2Z Construct, Inc.	\$225,000.00 Non-Responsive
SD Design Construction Corporation	\$231,300.00
Noble E & C, Inc.	\$258,400.00
SPAREA	\$266,400.00
JCOS Development, Inc.	\$270,868.00
Corner Keystone Construction Corporation	277,880.00
D2S Contractor, Inc., dba Dream Builders	\$293,736.00
SAS Construction	\$296,500.00
R. Dependable Construction, Inc.	\$317,939.00
Laguna Construction & Builder	\$345,398.00
MBC Enterprises	\$357,788.00
MLC Construction, Inc.	\$388,700.00
iBuild Spectrum, Inc.	\$395,000.00
CALTEC Corporation	\$396,851.00
Kazoni Construction	\$399,940.00
RS Construction & Development, Inc.	\$434,000.00
Pociano Construction, Inc.	\$556,760.00

The Engineer's Estimate for this project was \$275,000.00. The apparent responsive low bidder, SD Design Construction Corporation, provided the lowest responsive Bid, provided satisfactory references, is licensed to perform the contemplated work and is registered with the State Department of Industrial Relations.

The planned award of this construction contract was deferred until the City and County approved a Lease for Suite 160. The City approved this Lease on June 8, 2021. The County Board of Supervisors is scheduled to approve this lease on July 13, 2021. The County has concurred with the value of the bid of SD Design Construction Corporation.

The work in this project includes tenant and site improvements consisting of demolition, carpentry, concrete, electrical, plumbing, doors/windows, HVAC, mechanical, furnishings, finishes, and other miscellaneous improvements. Award of the contract to

Award of Contract for Laguna Hills Civic Center Tenant & Site Improvements, Suite 160
July 13, 2021
Page 3

SD Design Construction Corporation in the lowest responsive bid amount of \$231,300.00 is recommended.

CEQA FINDINGS:

The proposed project is exempt from CEQA pursuant to Title 14, Chapter 3, Section 15301 of the California Code of Regulations (CEQA Guidelines) as a Class 1 Categorical Exemption – Existing Facilities. The proposed project will result in interior and very minor exterior alterations to an existing office building constructed in 1981. The work is primarily the construction of interior office partitions and minor modifications of existing elements including a new exterior door and access ramp. Therefore, Staff has determined this project to be exempt from CEQA as described above.

FISCAL IMPACT:

The funding for this project is provided by the County of Orange as a part of the Lease obligation for Suite 160 at the Laguna Hills Civic Center.

ATTACHMENTS:

- Proposed Contract Agreement with SD Design Construction Corporation including Bonds

CITY OF LAGUNA HILLS
CONTRACT AGREEMENT
FOR
LAGUNA HILLS CIVIC CENTER
SUITE 160 TENANT & SITE IMPROVEMENTS

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this 13th day of July, 2021, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and SD Design Construction Corporation, as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (hereinafter collectively the "Contract Documents"). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

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. Section 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.

ARTICLE VIII

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

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

ERICA PEZOLD, MAYOR
CITY OF LAGUNA HILLS

ATTEST:

MELISSA AU-YEUNG, CITY CLERK
CITY OF LAGUNA HILLS

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

CONTRACTOR:

SD DESIGN CONSTRUCTION CORP

(CORPORATION (NAME - TYPE))

BY: ANNA DIRIM

(PRINT)

(SIGNATURE)

PRESIDENT & CEO

(TITLE)

BY: _____
(PRINT)

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

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 July 7, 2021 before me, Jazmin Zendejas Ybarra, A NOTARY PUBLIC
 (insert name and title of the officer)

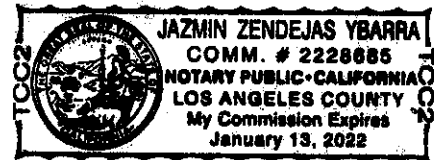
personally appeared Anna Shuying Dirim
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature _____

(Seal)



COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 work of this contract."

SD DESIGN CONSTRUCTION CORP

Contractor

By ANNA DIRIM

(PRINT)

(SIGNATURE)

PRESIDENT & CEO

Title

Date

Section 3700 of the Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

COMPENSATION INSURANCE CERTIFICATETO BE SUBMITTED WITH CONTRACT

Bond Amount \$ 231,300.00
Bond Number 5948844

(PAGE 1 OF 2)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on July 13, 2021, the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract for the Laguna Hills Civic Center Suite 160 Tenant & Site Improvements, as specified in the Contract, to, SD Design Construction Corporation, a California Corporation, hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and Old Republic Surety Company (the
(NAME OF SURETY)

"Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of Two Hundred Thirty-One Thousand Three Hundred Dollars and 00/100 (\$231,300.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.

Bond Amount \$ 231,300.00

Bond Number 5948844

FAITHFUL PERFORMANCE BOND
(PAGE 2 OF 2)

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the 7th day of July, 2021.

PRINCIPAL

SD Design Construction Corp

(Principal Name) (Seal)

By: _____
(Signature)

Anna Dirim, President

(Print Name and Title)

By: _____
(Signature)

(Print Name and Title)

SURETY

Old Republic Surety Company

(Surety Name) (Seal)

By: _____
(Signature)

Jeremy J. Crawford, Attorney-In-Fact

(Print Name and Title)

By: NA
(Signature)NA
(Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Old Republic Surety Company
P.O. BOX 1635
Milwaukee, WI 53201
(262) 797-2640

Affix Corporate Seals**Attach Notary Acknowledgments for All Signatures****Attach Power-of-Attorney if Executed by Attorney-in-Fact**



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MICHAEL D. WILLIAMS, WILLIAM J. NEMEC, JEREMY J. CRAWFORD of GOLDEN VALLEY, MN**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of April, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of April, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5304



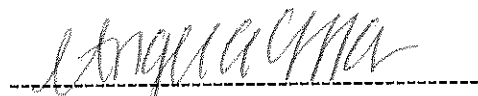
Signed and sealed at the City of Brookfield, WI this 7th day of July, 2021.

Karen J. Haffner
Assistant Secretary

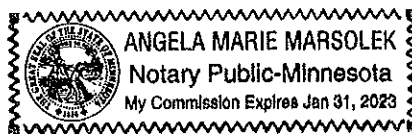
Acknowledgment of Surety

State of Minnesota
County of Anoka

On this 7th day of July, 2021 before me personally appeared Jeremy J. Crawford who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of Old Republic Surety Company (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public



Bond Amount \$ 231,300.00

Bond Number 5948844

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on July 13, 2021, the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Laguna Hills Civic Center Suite 160 Tenant & Site Improvements, as specified in the Contract, to, SD Design Construction Corporation, a California Corporation, hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to give this bond in connection with the execution of the Contract.

NOW, THEREFORE, we, the Principal, and Old Republic Surety Company
(the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of Two Hundred Thirty-One Thousand Three Hundred Dollars and 00/100 (\$231,300.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, or its subcontractors, or their respective heirs, executors, administrators, successors or assigns, shall fail to pay (a) any of the persons named in Section 9100 of the California Civil Code, (b) any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or (c) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, then the Surety shall pay for the same, in an aggregate amount not exceeding the sum specified in this bond. In case suit is brought upon this bond, the Surety will pay reasonable attorney's fees to be fixed by the court.

Bond Amount \$ 231,300.00
 Bond Number 5948844

PAYMENT (LABOR AND MATERIAL) BOND
(PAGE 2 OF 2)

2. This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the 7th day of July, 2021.

PRINCIPAL

SD Design Construction Corp

 (Principal Name) (Seal)

By: _____
 (Signature)

Anna Dirim, President

 (Print Name and Title)

By: _____
 (Signature)

 (Print Name and Title)

Principal Address and Telephone:

SURETY

Old Republic Surety Company

 (Surety Name) (Seal)

By: _____
 (Signature)

Jeremy J. Crawford, Attorney-In-Fact

 (Print Name and Title)

By: NA
 (Signature)

NA

 (Print Name and Title)

Surety Address and Telephone

Old Republic Surety Company
 P.O. BOX 1635
 Milwaukee, WI 53201
 (262) 797-2640



Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

Attach Power-of-Attorney if Executed by Attorney-in-Fact



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MICHAEL D. WILLIAMS, WILLIAM J. NEMEC, JEREMY J. CRAWFORD of GOLDEN VALLEY, MN**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of April, 2020.

OLD REPUBLIC SURETY COMPANY



Alan Pavlic
President

Karen J. Haffner
Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of April, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5304



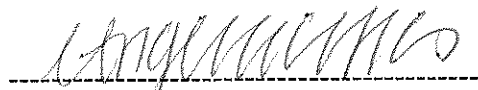
Signed and sealed at the City of Brookfield, WI this 7th day of July, 2021.

Karen J. Haffner
Asst. Secy

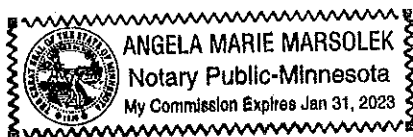
Acknowledgment of Surety

State of Minnesota
County of Anoka

On this 7th day of July, 2021 before me personally appeared Jeremy J. Crawford who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of Old Republic Surety Company (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Director of Public Services

ISSUE: Award of Citywide General Street Maintenance Services Agreement

RECOMMENDATION: That the City Council award the Citywide General Street Maintenance Services Agreement to Charles Abbott Associates, Inc., in the low annual bid amount of \$681,324.20, reject all other bids, and authorize the Mayor to execute the Agreement.

SUMMARY:

The City received Bid Proposals for Citywide General Street Maintenance Services on July 1, 2021. Charles Abbott Associates, Inc., has been determined to be the best qualified vendor and the Contractor providing the lowest Bid Proposal cost. It is recommended the City Council award of the Citywide General Street Maintenance Services Agreement to Charles Abbott Associates, Inc.

BACKGROUND:

On July 1, 2021, in accordance with the Laguna Hills Municipal Code (LHMC) Section 3-08.090, Bid Proposals were publicly opened and read aloud for Citywide General Street Maintenance Services with the following results:

Bidder	Annual Bid Amount
Charles Abbott Associates, Inc.	\$681,324.00
MCE Corporation	\$721,457.71
A & Y Asphalt Construction, Inc.	\$743,077.00

Award of Citywide General Street Maintenance Services Agreement

July 13, 2021

Page 2

The Notice Inviting Bids and Specifications for the Citywide General Street Maintenance Services established that the determination of lowest bid price would be based solely upon the comparison of the price Bid. In addition, the selection of the recommended Contractor for these services is to be awarded based upon the Best Qualified Vendor selection criteria as defined in the LHMC Section 3-08.100.

Charles Abbott Associates, Inc., provided the lowest Bid Proposal cost and has been determined by Staff to be the Best Qualified Vendor in accordance with the selection criteria established in Section 3-08.100 of the Laguna Hills Municipal Code. In making this determination, Staff considered the best qualified vendor criteria, and their full compliance with requirements set forth in the City Notice Inviting Bids and Specifications for Citywide General Street Maintenance Services.

Staff has determined that Charles Abbott Associates, Inc., has met or exceeded the City's best qualified vendor selection criteria including, but not limited to, the following requirements:

- The vendor's ability, capacity, and skill to perform the contract.
- The vendor's ability to provide the requested services promptly without delay or service interruption.
- The vendor's ability to demonstrate trustworthiness, quality, fitness, capacity and experience to satisfactorily perform.
- The vendor's character, integrity, reputation, judgement, references, experience and efficiency.
- The vendor's quality of the performance history and record on previous contracts with the City.
- The vendor's ability to demonstrate prior, current, and continued compliance during the contract term with all applicable federal, state and local laws.

Staff has also determined that Charles Abbott Associates, Inc., has met all of the requirements of the Bid Proposal as follows:

- A demonstrated capacity and work history providing the full services required by the Specifications
- A statement of acceptance of all terms in the Citywide General Street Maintenance Services Agreement
- Experience, including the fact that Charles Abbott Associates, Inc., has provided fully satisfactory street maintenance services to the City of Laguna Hills under a previous Contract

Award of Citywide General Street Maintenance Services Agreement
July 13, 2021
Page 3

- Qualifications of the company and their designated staffing
- Letters of recommendations
- Financial Statements
- Schedule of Performance
- Available Equipment
- Full completion of the Bid Proposal forms and additionally provided information
- Full compliance with the Labor Resources requirements
- Current Licensing and Certifications

Charles Abbott Associates, Inc., maintains a personnel safety program, staff skills training and a current equipment inventory.

The evaluation of the Bid Proposal provided by Charles Abbott Associates, Inc., results in the recommendation to award the Citywide General Street Maintenance Services Agreement to Charles Abbott Associates, Inc. The initial Term of the Agreement begins on August 1, 2021, for a period of five years. The Agreement, with Exhibit A, the Charles Abbott Associates, Inc., Bid Proposal, and Exhibit B, the Notice Inviting Bids and Specifications, is attached.

FISCAL IMPACT:

The proposed 2021-2022 Fiscal Year Budget for General Street Maintenance operations is \$600,000. Staff will control the annual maintenance work expenditure of funds to be within budget through the issuance of Task Orders.

ATTACHMENTS:

- Proposed Street Maintenance Services Agreement with Charles Abbot Associates, Inc.

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 remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

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

 ERICA PEZOLD,
 Mayor

ATTEST:

 MELISSA AU-YEUNG,
 Deputy City Manager/City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONTRACTOR”
CHARLES ABBOTT ASSOCIATES,
INC., a California corporation



 RUSTY B. 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**



EXCEEDING EXPECTATIONS IN GOVERNMENT SERVICES SINCE 1984



*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

TABLE OF CONTENTS

1. Cover Letter	3
2. Qualifications	5
<i>Company Qualifications</i>	<i>5</i>
<i>Management Staff.....</i>	<i>7</i>
<i>Key Personnel Resumes</i>	<i>8</i>
<i>Public Agency Experience</i>	<i>11</i>
<i>Letter of Recommendation.....</i>	<i>13</i>
3. Financial Condition.....	14
4. Schedule of Performance.....	15
5. Equipment Inventory	17
6. Additional Information.....	18
<i>A. Street Maintenance Services.....</i>	<i>18</i>
<i>B. Emergency Services.....</i>	<i>19</i>
<i>C. Maintenance Management Software System.....</i>	<i>19</i>
<i>D. Records/Reporting</i>	<i>19</i>
<i>E. Quality Assurance</i>	<i>20</i>
<i>F. Storage Facility/Yard</i>	<i>21</i>
<i>G. Safety.....</i>	<i>21</i>
<i>H. Labor, Equipment, and Materials</i>	<i>21</i>
<i>I. CAA/PVM Best Qualified Firm</i>	<i>22</i>
7. Bid Proposal	23

1. COVER LETTER

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

2. QUALIFICATIONS

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.

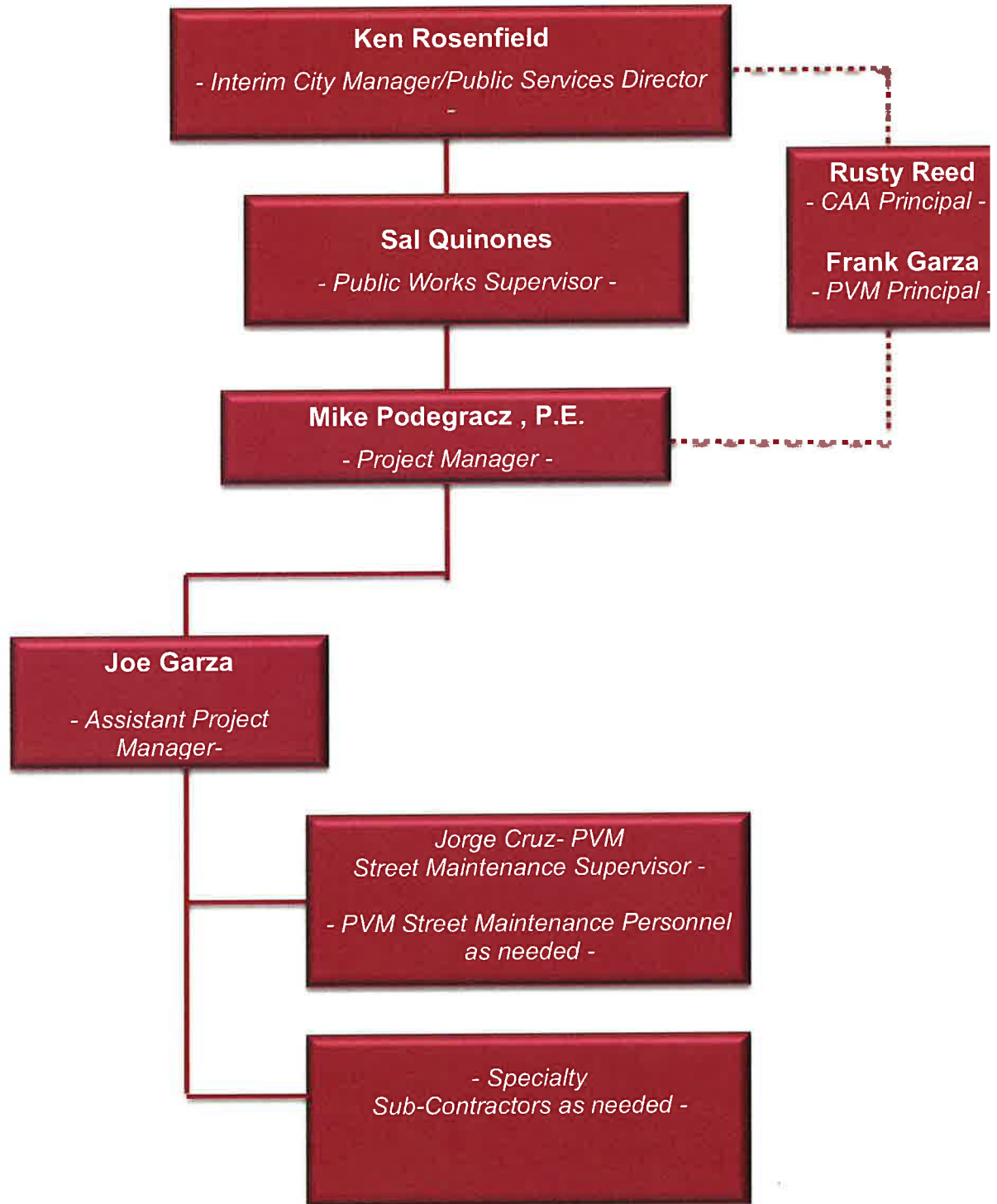
In addition to the City of Laguna Hills, CAA and PVM currently have the four following Orange County cities under contract for their street maintenance work:

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:



Key Personnel Resumes

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

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

Mayor
 Scott Voigts

Mayor Pro Tem
 Robert Pequeño

Council Members
 Doug Cirbo
 Neeki Moatazedi
 Mark Tettemer

City Manager
 Debra DeBruhl Rose

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 productivity 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

<u>Time Frame</u>	<u>Description</u>
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.

	<u>Description</u>	<u>Condition</u>	<u>Qty.</u>
*	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 Stakebed Truck	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 Scarifier	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
*	<i>Indicates vehicles with an automated truck-mounted arrow board</i>		

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 contract 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.

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

**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

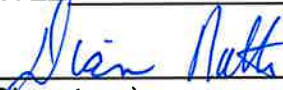
CONTRACTOR'S ADDRESS:

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

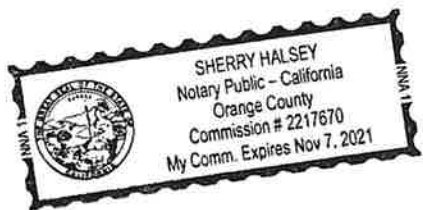
CIVIL CODE § 1189

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 OrangeOn June 29th, 2021 before me, Sherry Halsey, Notary Public
Date Here Insert Name and Title of the Officerpersonally 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.



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

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☒ Other: Asst Corp Secretary

Signer is Representing: CAA

Signer's Name: NA

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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:

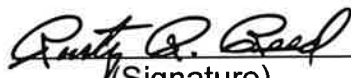
N/A

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)


(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. (CA

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

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 OrangeOn June 29th 2021

Date

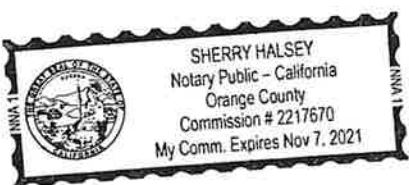
before me,

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.



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

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 ProposalDocument Date: June 29th 2021

Number of Pages: _____

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Diann NolteSigner'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: _____

BIDDER'S NAME Charles Abbott Associates, Inc. (CA

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		
	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

BIDDER'S NAME: Charles Abbott Associates, Inc. (C/

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

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

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

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

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.

/

/

/

/

/

/

/

/

/ Continue to next page

BID PROPOSAL SUBMISSION STATEMENT

IN WITNESS WHEREOF, Contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 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 DETERMINING THE BEST QUALIFIED VENDOR BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LHMC 3-08.090 and 3-080.100.

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 OrangeOn June 29th 2021

Date

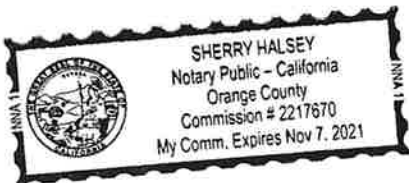
before me, Sherry Halsey, Notary Public

Here Insert Name and Title of the Officer

personally appeared Diana 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.



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.

Place Notary Seal and/or Stamp Above

Signature Sherry Halsey

Signature of Notary Public

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 ProposalDocument Date: June 29th 2021

Number of Pages: _____

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Diana NolteSigner'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: _____

EXHIBIT “B”

CITY OF LAGUNA HILLS

NOTICE INVITING BIDS AND SPECIFICATIONS

FOR

CITYWIDE STREET MAINTENANCE SERVICES

DATED: JUNE 10, 2021

Attachment: Proposed Street Maintenance Services Agreement with Charles Abbot Associates, Inc. (2508 : Award of Citywide General Street



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:



A handwritten signature in blue ink that reads "Kenneth H. Rosenfield".

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
TABLE OF CONTENTS
FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES

NOTICE INVITING SEALED BIDS	NIB-1
INSTRUCTIONS TO BIDDERS	IB-1
GENERAL PROVISIONS	
Agreement, Conflicts, Bid Proposal	GP-1
Award of Citywide Street Maintenance Services Agreement/Best Qualified Vendor Selection Criteria	GP-1
Term/Extension	GP-4
Method of Payment, Routine Maintenance	GP-5
Extraordinary Work, Emergency Work	GP-8
Prevailing Wages Anti-Kickback and Work Standards	GP-10
Emergency Numbers, Licenses, Dress Code, Public Interaction	GP-11
City Liaison. Specs, Communications, Reports	GP-11
Supervision, Protection of Facilities, Utility Requirements	GP-13
Contractor Neglect, Safety, Equipment, Traffic Control	GP-15
Noise, Water Quality	GP-16
PROPOSAL DOCUMENTS	
Proposal	P-1
Contractor's Licensing Statement	P-4
References	P-5
Non-Collusion Affidavit	P-6
Proposal Bid Sheets	P-7
Bid Proposal Statement	P-11

SPECIAL PROVISIONS

Scope of Work

I. General

SP-1

II. Task Order Work Definitions/Specifications

SP-5

III. Standard Specifications

SP-34

DRAFT CITYWIDE STREET MAINTENANCE SERVICES AGREEMENT APPENDIX I

LISTING OF ARTERIAL HIGHWAYS

APPENDIX II

LISTING OF SIGNAGE INVENTORY

LISTING OF STRIPING, LEGENDS AND MARKINGS

LISTING OF STORM PATROL LOCATIONS

LISTING OF DRAIN CLEANING INVENTORY



**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

NIB-2

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 be less 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 with 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	P. O. Box 1100	Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
Transmission CR&R	P.O. Box 1100	San Juan Capistrano, CA 92693	Mike Campuzano	949/254-1779
SVUSD	25631 Diseno Drive	Mission Viejo, CA 92691	Frank Manzo	949/580-3335
Moulton Niguel Water District	27500 La Paz Road	Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Comm	27121 Towne Centre Dr	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
Santa Margarita Water District	P. O. Box 7005	Mission Viejo, CA 92690-7005	Jaime Aguilar	949/459-6582
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 NEGLIGENCE

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.

/

/

/

/

/

/

/

/

/

Continued next page

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

/

/

/

/

Continued next page

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.

/

/

/

/

/

/

/

/

/ Continue to next page

BID PROPOSAL SUBMISSION STATEMENT

IN WITNESS WHEREOF, Contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2021.

NOTE: CONTRACTOR MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION DESCRIBING THEIR UNIQUE QUALIFICATIONS TO AID THE CITY IN DETERMINING THE BEST QUALIFIED VENDOR BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LPMC 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 Aquapatch. 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 – Type D2 8”** (Units: Linear Feet) Define Unit: This is measured by the amount of 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 gutter 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-place 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 retroreflectometer 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 at 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 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

	<u>First Coat</u>	<u>Second Coat</u>
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

Attachment: Proposed Street Maintenance Services Agreement with Charles Abbot Associates, Inc. (2508 : Award of Citywide General Street

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

(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)

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

(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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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,

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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,

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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:

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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 remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

EXHIBIT “B”

CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES

DATED: JUNE 10, 2021

Attachment: Proposed Street Maintenance Services Agreement with Charles Abbot Associates, Inc. (2508 : Award of Citywide General Street

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

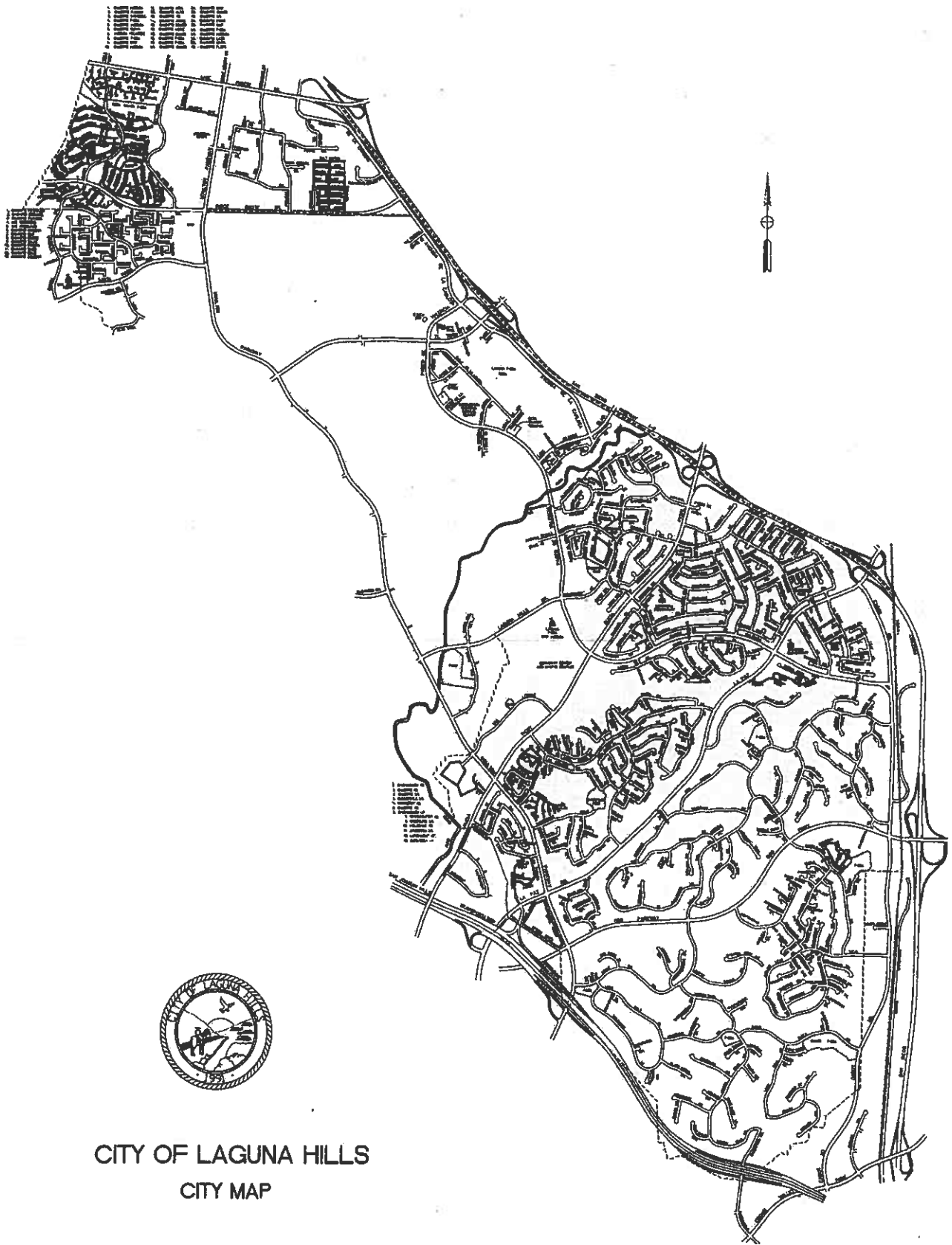
Drain Inlet Location

25416 Empty Saddle Lane

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length(mi)</u>	<u>Lanes</u>	<u>Speed Limit</u>
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-5	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	1.55	6	45
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		<u>60.08</u>	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 INTRSECTN-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, LOITERING 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 INTRSECTN-CROSS +RT APPROACH	CS 34	STAND	2	CITY SPECIAL
LT+RT RT I-S ADVANCE LANE NOTICE	CS 35	STAND	1	CITY SPECIAL
ADVANCE INTRSECTN-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	253	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	51	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 51	STAND	5	CITY SPECIAL
DRUG FREE ZONE	CS 52	STAND	2	CITY SPECIAL
SCHOOL CLUSTER SPEED LIMIT 25	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 57	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 MINUTE PARKING 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+UNLOAD W/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. 5-16.010	CS 133	12X18	32	REGULATORY
NO PARKING ENTIRE BLOCK EXCEPT BY PERMIT RES 2005-07-12-2 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 YIELD 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(25)	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(55)	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	5	REGULATORY
NO PARKING W/TIMES + ARROW	R 30A(RT)	12X18	5	REGULATORY
NO RIGHT TURN SYMBOL	R 3-1	STAND	3	REGULATORY
NO STOPPING 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 5 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 5-1	STAND	15	REGULATORY
PEDESTRIANS PROHIBITED	R 5-10C	STAND	1	REGULATORY
WRONG WAY	R 5-1A	STAND	3	REGULATORY
NO TRUCKS SIGN SYMBOL	R 5-2	STAND	2	REGULATORY
RIGHT TURN ONLY	R 59-2	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	158	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 30X30	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	5	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 ADVIS.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 54B	STAND	2	WARNING
ARROW LT OR RT ---->	W 57	STAND	30	WARNING
RIGHT CURVE ARROW	W 5-RT	STAND	4	WARNING
15 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 75-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	EDGE LINE 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	NUMERALS	15	2	-
WHITE	NUMERALS	25	72	-
WHITE	NUMERALS	25(OVERSIZED)	8	-
WHITE	NUMERALS	30	6	-
WHITE	NUMERALS	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 <u>DOUBLE YELLOW</u>	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 LOCATIONS:	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 (JO5) 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	S I D E
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	Clarrington 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 DRAIN/INLET CLEANING INVENTORY

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

CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

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

CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

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

CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

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 DRAIN/INLET CLEANING INVENTORY

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

CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

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

CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

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		Woodbluff E/O	Green Hills 27136	S/S
474	922	A6		Woodbluff 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
548	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: July 13, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Director of Public Services

ISSUE: Award of Citywide Tree Maintenance Services Agreement

RECOMMENDATION: That the City Council award the Citywide Tree Maintenance Services Agreement to West Coast Arborists, Inc., in the low bid amount of \$246,505.00, reject all other bids, and authorize the Mayor to execute the Agreement.

SUMMARY:

The City received Bid Proposals for Citywide Tree Maintenance Services on June 24, 2021. West Coast Arborists, Inc., has been determined to be the best qualified vendor and the Contractor providing the lowest annual Base Bid price. It is recommended the City Council award of the Citywide Tree Maintenance Services Agreement to West Coast Arborists, Inc.

BACKGROUND:

On June 24, 2021, in accordance with the Laguna Hills Municipal Code (LHMC) Section 3-08.090, Bid Proposals were publicly opened and read aloud for Citywide Tree Maintenance Services with the following results:

Bidder	Annual Bid Amount
West Coast Arborists, Inc.	\$246,505.00
Great Scott Tree Service, Inc.	\$283,633.00
United Pacific Services, Inc.	\$304,350.00

Award of Citywide Tree Maintenance Services Agreement

July 13, 2021

Page 2

The Notice Inviting Bids and Specifications for the Citywide Tree Maintenance Services established that the determination of lowest bid price would be based solely upon the comparison of the Base Bid, not including alternate services. In addition, the selection of the recommended Contractor for these services is to be awarded based upon the Best Qualified Vendor selection criteria as defined in the LPMC Section 3-08.100.

West Coast Arborists, Inc., provided the lowest price Base Bid for typical annual tree maintenance and has been determined by Staff to be the Best Qualified Vendor in accordance with the selection criteria established in Section 3-08.100 of the Laguna Hills Municipal Code. In making this determination, Staff considered the best qualified vendor criteria, and their full compliance with requirements set forth in the City Notice Inviting Bids and Specifications for Citywide Tree Maintenance Services.

Staff has determined that West Coast Arborists, Inc., has met or exceeded the City's best qualified vendor selection criteria including, but not limited to, the following requirements:

- The vendor's ability, capacity, and skill to perform the contract.
- The vendor's ability to provide the requested services promptly without delay or service interruption.
- The vendor's ability to demonstrate trustworthiness, quality, fitness, capacity and experience to satisfactorily perform.
- The vendor's character, integrity, reputation, judgement, references, experience and efficiency.
- The vendor's quality of the performance history and record on previous contracts with the City.
- The vendor's ability to demonstrate prior, current, and continued compliance during the contract term with all applicable federal, state and local laws.

Staff has also determined that West Coast Arborists, Inc., has met all of the requirements of the Bid Proposal as follows:

- A demonstrated capacity and work history providing the full services required by the Specifications
- A statement of acceptance of all terms in the Citywide Tree Maintenance Services Agreement
- Experience, including the fact that West Coast Arborists, Inc., has provided fully satisfactory tree maintenance services to the City of Laguna Hills in previous contracts

Award of Citywide Tree Maintenance Services Agreement

July 13, 2021

Page 3

-
- Qualifications of the company and their designated staffing
 - Letters of recommendations
 - Financial Statements
 - Schedule of Performance
 - Available Equipment
 - Full completion of the Bid Proposal forms and additionally provided information
 - Full compliance with the Labor Resources requirements
 - Current Licensing and Certifications

West Coast Arborists maintains a personnel safety program, staff skills training and a current equipment inventory. As a part of their management of this contract, they maintain a GIS system of all City tree locations and attributes which aids in the allocation of resources to maintain the City's urban forest.

The evaluation of the Bid Proposal provided by West Coast Arborists, Inc., results in the recommendation to award the Citywide Tree Maintenance Services Agreement to West Coast Arborists, Inc. The initial Term of the Agreement begins on July 14, 2021, for a period of five years. The Agreement, with Exhibit A, the West Coast Arborists Bid Proposal, and Exhibit B, the Notice Inviting Bids and Specifications, is attached.

FISCAL IMPACT:

The 2021-2022 Fiscal Year Budget for Tree Maintenance operations is \$350,000.

ATTACHMENTS:

- Proposed Tree Maintenance Services Agreement with West Coast Arborists, Inc.

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

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

RECITALS

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

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

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

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

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

AGREEMENT

1. MAINTENANCE SERVICES

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

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

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

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

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

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

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

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

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

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

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

1.9 Prevailing Wages. The City has determined that the Work and Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected and appointed officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

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

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

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

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

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

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

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

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

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

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

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

1.10 Water Quality Management and Compliance.

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

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

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

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

1.10.5 Liability for Water Quality Non-Compliance.

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

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

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

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

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

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

2. COMPENSATION

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

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

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

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

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

3.5 Task Orders. Contractor hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project Task Order by the City. Furthermore, Contractor hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a Task Order will be issued to Contractor. Moreover, execution of this Agreement by the City shall not entitle Contractor to any form of payment or compensation from the City without City first having issued a project Task Order.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: Patrick Mahoney, President. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to

personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

4.4 Independent Contractor.

4.4.1. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents and volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due

its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

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

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least two million dollars (\$2,000,000.00) per occurrence, five million dollars (\$5,000,000.00) in the general aggregate, and two million dollars (\$2,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

5.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least two million dollars (\$2,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

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

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

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

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

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

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

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

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

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

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

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

recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the sole negligence, active negligence, or willful misconduct of the City.

7. REPORTS AND RECORDS

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

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

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

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

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine,

copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Contractor.

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

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

herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Annual Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default

or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Contractor represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

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

10. MISCELLANEOUS PROVISIONS

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

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

To Contractor : West Coast Arborists, Inc.
Attention: Patrick Mahoney, President
2200 East Via Burton
Anaheim, California 92806
Telephone: (714) 991-1900
Facsimile: (714) 956-3745

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and

understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

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

 ERICA PEZOLD,
 Mayor

ATTEST:

 MELISSA AU-YEUNG,
 Deputy City Manager/City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONTRACTOR”
WEST COAST ARBORISTS, INC., a
 California corporation

 PATRICK MAHONEY,
 President

 RICHARD MAHONEY,
 Secretary

EXHIBIT “A”**CONTRACTOR’S PROPOSAL/ SCOPE OF WORK****DATED: JUNE 23, 2021**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES**



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

June 23, 2021

City of Laguna Hills
Attn: City Clerk
 24035 El Toro Road
 Laguna Hills, CA 92653

RE: IFB: Citywide Tree Maintenance Services
Due: Thursday, June 24, 2021 at 11:00AM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenance services for the City of Laguna Hills. WCA is a family-owned and operated company employing over 1,000 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a minimum of 90 days.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 48-year track record of working for more than 330 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping) and Class C31(Traffic Control). We currently employ over 80 Certified Arborists and over 150 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 East Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Kris Burbidge, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 920-0567 or kburbidge@wcainc.com.

Sincerely,

Patrick Mahoney
 President

Attachment: Proposed Tree Maintenance Services Agreement with West Coast Arborists, Inc. (2507 : Award of Citywide Tree Maintenance

BIDDER'S NAME: West Coast Arborists, Inc.

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE TREE MAINTENANCE SERVICES

TO CITY OF LAGUNA HILLS:

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

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

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

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

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

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

CONTRACTOR acknowledges that it is the City's intention to award a Citywide Tree Maintenance Services Agreement for a period commencing on July 14, 2021.

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

CONTRACTOR'S NAME: West Coast Arborists, Inc. DATE June 22, 2021

CONTRACTOR'S ADDRESS:

2200 East Via Burton

Anaheim, CA 92806

BY Patrick Mahoney

TITLE President

(Signature)

PHONE (714) 991-1900

BY Richard Mahoney

TITLE Secretary

(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

/

/

/

/

Continued next page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
 County of Orange)
 On 06/23/21 before me, Amelia Menzel, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Patrick Mahoney and Richard Mahoney
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: WCA, Inc.

Signer's Name: Richard Mahoney

☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: WCA, Inc.

CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor Name West Coast Arborists, Inc.

Business Address 2200 East Via Burton, Anaheim, CA 92806

FAX No. (714) 956-3745 Telephone (714) 991-1900

E-Mail address: vgonzalez@wcainc.com

State Contractor's License No. and Class 366764 C27,C31,C61/D49

Original Date Issued 12/13/1978 Expiration Date 12/31/2022

Years this Company has been in the Maintenance Business 49 Years

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

Patrick Mahoney, President; 191 E. Cobblestone Lane, Anaheim, CA 92807; 714-991-1900

Richard Mahoney, Secretary; 565 Peralta Hills Drive, Anaheim, CA 92807; 714-991-1900

Rose Epperson, Treasurer; 32622-B Success Valley Road, Porterville, CA 93257; 714-991-1900

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

N/A

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

N/A

BY Patrick Mahoney
(Print Name)

(Signature)

TITLE President

DATE June 22, 2021

Continued next page

BIDDER'S NAME: West Coast Arborists, Inc.

REFERENCES

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

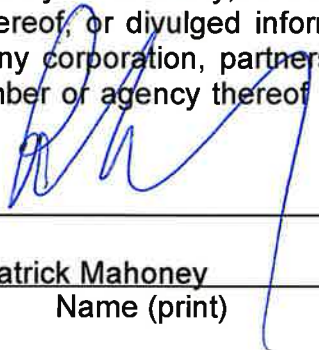
1. Agency: City of Tustin
 Address: 300 Centennial Way, Tustin, CA 92780
 Telephone: 714-573-3355
 Primary Contact Person/Title: Jason Churchill
 Years of service with this Agency: 15 Type of Work: Tree Maintenance Services
 Term of Agreement: Current Expiration Date: Current
2. Agency: City of Fullerton
 Address: 116 S. Basque Avenue, Fullerton, CA 92633
 Telephone: 714-738-5345
 Primary Contact Person/Title: Phil Kisor
 Years of service with this Agency: 23 Type of Work: Tree Maintenance Services
 Term of Agreement: Current Expiration Date: Current
3. Agency: City of Huntington Beach
 Address: P.O. Box 190, Huntington Beach, CA 92648
 Telephone: 714-536-5480
 Primary Contact Person/Title: Greg Peters
 Years of service with this Agency: 13 Type of Work: Urban Forestry Management
 Term of Agreement: Current Expiration Date: Current

Continued next page

BIDDER'S NAME: West Coast Arborists, Inc.NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH BIDSTATE OF CALIFORNIA)
) SS
COUNTY OF Orange)

Patrick Mahoney, being first duly sworn, deposes and says that ~~he~~ or she is President of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, Contractor association, organization, or corporation; that such bid is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid.

Signed


Patrick Mahoney
Name (print)

President
Title

06/22/2021
Date
Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

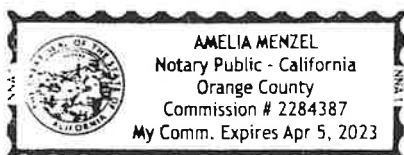
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On 06/23/21 before me, Amelia Menzel, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Patrick Mahoney
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: WCA, Inc.

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

BIDDER'S NAME West Coast Arborists, Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES

BID PROPSAL (1 of 3)

ROUTINE TREE MAINTENANCE

Routine Tree Maintenance quantities are estimates, subject to change and subject to issuance of a Task Order.

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR FULL TREE PRUNING					
1	Up to 6" Diameter DBH	EA	200	\$40.00	\$8,000.00
2	From 7" to 18" DBH	EA	600	\$60.00	\$36,000.00
3	From 19" to 30" DBH	EA	300	\$90.00	\$27,000.00
4	From 31" to 36" DBH	EA	40	\$150.00	\$6,000.00
5	Over 36" DBH	EA	10	\$300.00	\$3,000.00
THE FOLLOWING WORK IS FOR CROWN RAISE/CLEARANCE PRUNE					
6	Up to 6" Diameter DBH	EA	50	\$30.00	\$1,500.00
7	From 7" to 18" DBH	EA	200	\$35.00	\$7,000.00
8	From 19" to 30" DBH	EA	110	\$40.00	\$4,400.00
9	From 31" to 36" DBH	EA	50	\$40.00	\$2,000.00
10	Over 36" DBH	EA	15	\$50.00	\$750.00
THE FOLLOWING WORK IS FOR PALM TREE SERVICES					
11	Prune Date Palm (Phoenix spp.)	EA	50	\$130.00	\$6,500.00
12	Ornamental Ball Shaping for Date Palm (Phoenix spp.)	LF	20	\$90.00	\$1,800.00
13	Prune Fan Palm (Washingtonia spp.)	EA	35	\$60.00	\$2,100.00
14	Skin Fan Palm (Washingtonia spp.)	LF	100	\$15.00	\$1,500.00
15	Prune all other Palm Species	EA	45	\$60.00	\$2,700.00
16	Clean trunk of all Palm Species	LF	40	\$15.00	\$600.00
17	Fruit Removal Only	EA	100	\$60.00	\$6,000.00

Continued Next Page

BIDDER'S NAME: West Coast Arborists, Inc.

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

ROUTINE TREE MAINTENANCE, CONTINUED

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR TREE REMOVAL					
18	Tree & Stump Removal per diameter inch	INCH	1200	\$36.00	\$43,200.00
19	Tree Only Removal per diameter inch	INCH	2200	\$26.00	\$57,200.00
20	Stump Grinding	INCH	280	\$16.00	\$4,480.00
21	Special Handling and Disposal fee for contaminated trees	TON	7	\$100.00	\$700.00
THE FOLLOWING WORK IS FOR ALL-INCLUSIVE TREE PLANTING AND WATERING					
22	15-gallon tree	EA	125	\$165.00	\$20,625.00
23	24" box tree	EA	10	\$345.00	\$3,450.00

Total Routine Tree Maintenance Services in Figures

\$ 246,505.00

Total Routine Tree Maintenance Services in Words:

Two Hundred Forty Six Thousand, Five Hundred and Five DOLLARS and 00 CENTS

The comparison of lowest price bid shall be on the basis of the Total Routine Maintenance Services price bid.

Continue to next section

/

/

/

/

BIDDER'S NAME: West Coast Arborists, Ir

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

BID PROPOSAL (2 of 3)**Extraordinary Tree maintenance Unit Prices**

Extraordinary maintenance service costs are estimates for purposes of budgeting and establishing total costs for specific work task during the year. The quantity of work is not guaranteed. It may increase or decrease depending on the required work and subject to a Task Order issued by the City. The below unit prices shall be all-inclusive of labor, equipment and materials and no additional compensation will be allowed therefore.

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR FULL TREE PRUNING					
1	Up to 6" Diameter DBH	EA	10		
				\$80.00	\$800.00
2	From 7" to 18" DBH	EA	60		
				\$250.00	\$15,000.00
3	From 19" to 30" DBH	EA	100		
				\$425.00	\$42,500.00
4	From 31" to 36" DBH	EA	10		
				\$600.00	\$6,000.00
5	Over 36" DBH	EA	5		
				\$825.00	\$4,125.00

The Following Fully Burdened Rates Shall Be Provided.

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
1	3 Man Crew+ 1 Aerial Lift Truck + 1 Chipper Truck	HOURLY	
			\$300.00
2	4 Man Crew+ 2 Aerial Lift Trucks + 1 Chipper Truck	HOURLY	
			\$400.00
3	5 Man Crew+ 2 Aerial Lift Trucks + 1 Chipper Truck	HOURLY	
			\$500.00
4	3 Man Crew+ 1 Aerial Lift Truck + 1 Chipper Truck	PER DAY	
			\$2,700.00
5	Emergency Response during normal work day Paid at a 2-hour minimum	HOURLY	
			\$450.00
6	Emergency Response during after-hours/weekends Paid at a 4-hour minimum	HOURLY	
			\$450.00
7	Risk Assessment Report by Arborist Level 1, 2 or 3	HOURLY	
			\$160.00
8	Tree Canopy Spraying from ground level	INCH	
			\$6.00
9	Insecticide or Fungicide & PGR Trunk Banding	INCH	
			\$6.00

Continue next page

BIDDER'S NAME: West Coast Arborists, Inc.

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

Extraordinary Tree Maintenance, Continued

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
10	Senior Tree Trimmer	HOURLY	\$100.00
11	Tree Trimmer	HOURLY	\$100.00
12	Grounds Person	HOURLY	\$100.00
13	Supervisor	HOURLY	\$100.00
14	Operating Engineer	HOURLY	\$150.00
15	Plant Health Care Specialist	HOURLY	\$150.00
16	Plant Health Care Technician	HOURLY	\$100.00
17	Pick-up Truck	HOURLY	\$0
18	43' Rear Mount Aerial Lift	HOURLY	\$25.00
19	52' Rear Mount Aerial Lift	HOURLY	\$25.00
20	55' Rear Mount Aerial Lift	HOURLY	\$25.00
21	60' Rear Mount Aerial Lift	HOURLY	\$50.00
22	65' Rear Mount Aerial Lift	HOURLY	\$50.00
23	70' Rear Mount Aerial Lift	HOURLY	\$50.00
24	75' Rear Mount Aerial Lift	HOURLY	\$75.00
25	80' Rear Mount Aerial Lift	HOURLY	\$100.00
26	90' Rear Mount Aerial Lift	HOURLY	\$100.00

Continue to next section

BIDDER'S NAME: West Coast Arborists, Inc.

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

Extraordinary Tree Maintenance, Continued

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
27	Box/Chip Truck	HOURLY	\$25.00
28	Small Brush Chipper	HOURLY	\$25.00
29	Medium Brush Chipper	HOURLY	\$25.00
30	Large Brush Chipper	HOURLY	\$25.00
31	Utility Vehicle	HOURLY	\$25.00
32	Small Stump Grinder	HOURLY	\$25.00
33	Medium Stump Grinder	HOURLY	\$25.00
34	Large Stump Grinder	HOURLY	\$25.00
35	Root Pruner	HOURLY	\$25.00
36	Stake Bed Truck	HOURLY	\$25.00
37	Dump Truck	HOURLY	\$25.00
38	40 Yard Roll-Off Truck	HOURLY	\$100.00
39	40 Yard Roll-Off Truck with Drop Axle	HOURLY	\$100.00
40	40 Yard Roll-Off	HOURLY	\$100.00
41	Loader	HOURLY	\$50.00
42	Crane	HOURLY	\$200.00
43	Arrow Board	HOURLY	\$50.00
44	Utility Trailer	HOURLY	\$0

EQUIPMENT INVENTORY

Contractor shall provide, as a separate attachment, the model, make and year of the primary equipment proposed to be used on this Project. Do not list hand tools.

Continue to next page.

BID PROPOSAL SUBMISSION STATEMENT

IN WITNESS WHEREOF, Contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 22nd day of June, 2021.

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

BIDDER/CONTRACTOR NAME: West Coast Arborists, Inc.

By

Patrick Mahoney

Print

Signature

President

Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT



CITY OF LAGUNA HILLS

CITYWIDE TREE MAINTENANCE SERVICES

WCAINC.COM • 800.521.3714 • LIC #366764 • DIR #1000000956



Tree
Pruning



Tree
Removal



Tree
Planting



GPS Tree
Inventory



Emergency
Response



Plant
Health Care



ISA
Certified



1

INTRODUCTION OF FIRM

WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing over 1,000 full-time employees providing tree maintenance and management services. We are proudly serving over 330 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

COMPANY INFORMATION

President: Patrick Mahoney
 Organization Type: Corporation
 Established: 1972
 Federal Tax ID: 95-3250682
 DIR Registration: 1000000956
 Members of Laborers' Union: LiUNA!

CORPORATE OFFICE

2200 E. Via Burton St.
 Anaheim, CA 92806

REGIONAL OFFICES

Fresno, CA
 Indio, CA
 Phoenix, AZ
 Pinole, CA
 Riverside, CA
 Sacramento, CA
 San Diego, CA
 San Francisco CA
 San Jose, CA
 Stockton, CA
 Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President
 Corporate Office
 Phone (714) 991-1900
 Fax (714) 956-3745
 Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Kris Burbidge
 2200 E. Via Burton St.
 Anaheim, CA 92806
 Phone (714) 991-1900
 Email: kburbidge@wcainc.com

EMERGENCY RESPONSE 24/7
 866-LIMB-DOWN

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

*Tree care professionals serving
 communities who care about trees.*

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



**90+ ISA Certified
 Arborists**



**45+ Years Experience
 (Similar Size & Scope)**



**1,000+ Qualified
 Employees**



**Less than 2% turnover
 ratio for service staff**



**Local Office
 Anaheim**



**1,500+ Pieces of
 Equipment (Owned)**

CORPORATE CAPABILITIES

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest. WCA's financial condition can be seen by our financial statements enclosed.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C27, C31, A, B, C21
- Over \$8,500,000 line of credit available
- Bonded by ARCH, an A+ rated company
- Over 1,000 employees
- Over 330 contracts with public agencies
- Over 90 Certified Arborists
- Over 150 Certified Treeworkers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 675,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 18,500 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$25 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$120 million annually
- Fleet of 1,500+ pieces of equipment



Active Memberships:

Tree Care Industry Association (TCIA)

International Society of Arboriculture (ISA)

League of California Cities (LCC)

California Parks & Recreation Society (CPRS)

Association of California Cities- Orange County (ACCOC)

Maintenance Superintendents Association (MSA)

California Landscape Contractors Association (CLCA)

Street Tree Seminar (STS)

California Urban Forest Council (CaUFC)

American Public Works Association (APWA)

State of California
Department of Industrial Relations

Contractor Information

Legal Entity Name: WEST COAST ARBORISTS, INC.
Corporation
Active
1000000956
07/01/19
06/30/22
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
vgonzalez@wcainc.com
License Number: (s)
CSLB: 366764

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number: **366764** Entity: **CORP**

Business Name: **WEST COAST ARBORISTS INC**

Classification(s): **C61/D49 C27 A C21 B C31**

Expiration Date: **12/31/2022** www.cslb.ca.gov

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

ISSUED: January 01, 2020
EXPIRES: December 31, 2021

Pest Control Business - Main
LICENSE NO. 39575

Address: WEST COAST ARBORISTS, INC.
2200 E. VIA BURTON ST
ANAHEIM, CA 92806

Business Location: WEST COAST ARBORISTS, INC.
2200 E. VIA BURTON ST
ANAHEIM, CA 92806

NOT TRANSFERABLE - ANY CHANGE OF OWNERSHIP REQUIRES A NEW LICENSE



2

STAFF QUALIFICATIONS



Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."

CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

PROJECT TEAM

Experience & Resumes

**KRIS BURBIDGE****Area Manager**

ISA Certified Arborist #WE 9566 AJM
 ISA Tree Risk Assessment Qualification
 QAL #41223 B
 TCIA Certified Treecare Safety Professional #2968
 ATSSA Traffic Control Supervisor #528245

Kris has been with WCA for over 15 years. He started working in the customer service department and transitioned to Area Manager 7 years. As an Area Manager he is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is in charge of field operations, customer service, and management of crews throughout Southern Orange County. Kris is actively involved in the tree care industry and receives a minimum of 15 hours credit annually in arboriculture continued learning education credits.

**SAMUEL JIMENEZ****Area Supervisor**

ISA Certified Arborist/
 Tree Worker Climber #WE 1109AT
 TCIA CTSP # 3546

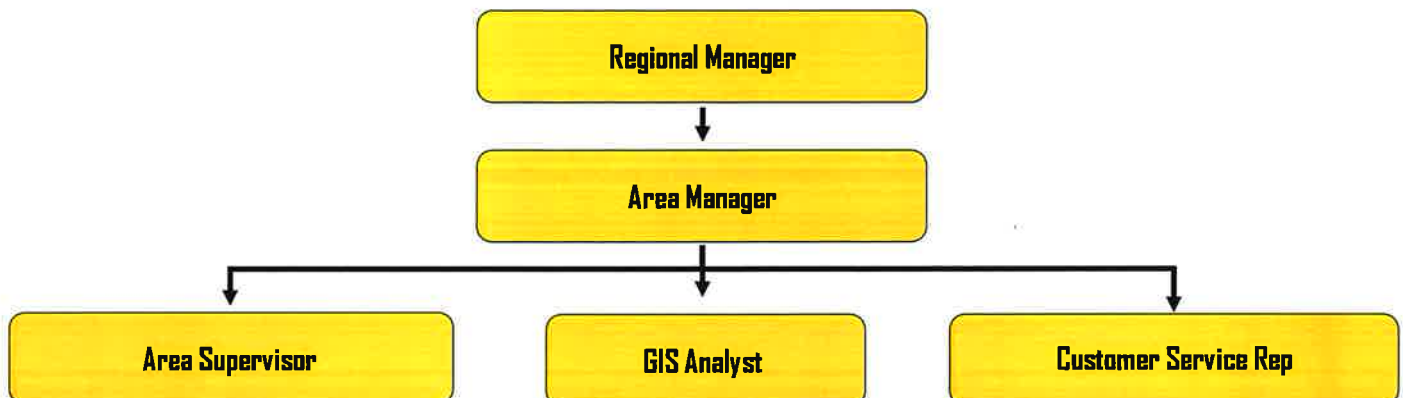
ISA Tree Risk Assessment Qualified

Sam joined WCA in 2009 as a groundman and worked his way to Foreman and eventually Supervisor. As Site Supervisor, Sam is a full-time employee who speaks fluent English. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with contract administrators and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He will also assist in employee training programs, maintain records, and file daily reports and receipts.

**ANDREW PINEDA****GIS Analyst**

ISA Certified Arborist #WE-12738A

Mr. Pineda has been with WCA since 2018. As WCA's GIS Analyst, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He has worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data. He has also participated in the conversion of tree inventories and the newest version of ESRI ArcGIS.

Organizational Structure

SUPPORT STAFF

Meet the Team



LISA GRANILLO

Customer Service Rep. (CSR)

As the CSR (Customer Service Representative), Ms. Granillo is responsible for providing support to the Area Manager, Site Supervisor and crew. She is to act as a liaison between the company and it's clients as well as the general public. Ms. Granillo is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.



DANE JENSEN

Safety & Training Manager

ISA Certified Arborist #WE 12014A
TCIA Certified Treecare Safety Professional #3303
ISA Tree Risk Assessment Qualified

Ensures safety company-wide which includes the development, implementation and review of the company's in-house training programs, crew safety audits, and the company's Injury & Illness Prevention Program. Training topics include a full-circle from proper pruning techniques, arboriculture, to customer service and everything in between. Dane has over 10 years of experience working in the arboriculture and is a veteran of the United States Marine Corps.



TIM CROTHERS

Plant Health Care Manager

ISA Board Certified Master Arborist #WE-76558UM
CA Dept. Pesticide Regulation QAL #145321 B, D
ISA Tree Risk Assessment Qualified & TLC Wildlife Aware

WCA's PHC program is managed in-house; no subcontracting is used. Our staff is trained and licensed by the CA Dept. of Pesticide Regulation. Mr. Crothers has been with WCA since 2012 and oversees our *in-house* Qualified Applicators (QAL) and Pest Control Advisors (PCA). Our program goes beyond standard chemical applications as Tim has helped WCA develop an efficient Integrated Pest Management program. Inspection, diagnosis and treatments are available as-needed.

EXECUTIVE STAFF

From marketing, contract administration, field and fleet management, to information technology, our Executive Staff is involved in the day-to-day operations supporting each Project Team and customer to ensure the highest quality of tree care is being achieved in the industry.



Patrick Mahoney
President



Richard Mahoney
Secretary



Rose Epperson
Treasurer



Andrew Trotter
V.P.—Operations



Chris Crippen
V.P.—I.T



Victor Gonzalez
V.P.—Business Development



Debbie DePasquale
Vice President



Michael Palat
Vice President



Nick Alago
Vice President



Ernesto Macias
Vice President



Jason Pinegar
Vice President

1,000⁺

Employees

LiUNA!

In partnership with the Laborer's International Union of North America
Higher Standards + Exemplary Training = Superior Employees

ISA Certified

93

Arborists

5

Board Certified Master Arborists

150

Tree Workers

WCA staff is trained to design and implement Traffic Control Plans.

ATSSA



1

Certified Urban Forester

112

WCA Certified Utility Line Clearance Workers

18

ISA Certified Utility Specialists

50

TCIA Certified Tree Care Safety Professionals

11

ISA Municipal Specialist

1

Nursery in Placentia & Dedicated Manager

6

Information Technology Specialists

75

Fleet Mechanics

11

NCCCO Certified Crane Operators

Unique Capabilities

PHC

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications.

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1

Advisors

14

Applicators



WILDLIFE PROTECTION

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife.



95

WCA has 95 staff members certified through the Wildlife Aware and Wildlife Training Institute.



ISA Board Certified Master Arborists

Michael Palat #WE-6541 BUM
Kelley Gilleran #WE-7061 B
Tim Crothers #WE-7655 BUM
Cris Falco #WE-7490 B
Eugene Bordson #WE-10777 BT

Registered Consulting Arborists

Cris Falco, RCA #557
Kelley Gilleran, #688
Timothy Crothers, RCA #721

asca | RCA

Registered Consulting Arborist®

SPECIALIZED SAFETY TRAINING

Our ISA Certified Tree Workers go through specialized testing that proves they are competent to work in trees in a safe manner that protects themselves as well as the general public. We also qualify our employees to operate in a safe and efficient manner that meets and exceeds the industry standards, these programs are WCA Qualified Level 1 Tree Trimmer, WCA Qualified Level 2 Tree Trimmer, WCA Qualified Level 3 Tree Trimmer, WCA Qualified Big Boom Operator, WCA Qualified Loader Operator, WCA Qualified Roll-Off Driver. We also qualify all drivers that operate our vehicles by conducting 2 driving test and entering them into the California DMV pull program that monitors their driving record to ensure safe driving operators.

SAFETY TRAINING PROGRAMS

Jobsite Briefing - Conducted each work day.

Weekly Tailgate - Meetings held for each crew.

On the Job Training - New employees are assigned a "buddy" with experience to assist them.

Video Training - Programs included are Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique. Video presentations in cooperation with Tree Care Industry Association (TCIA).

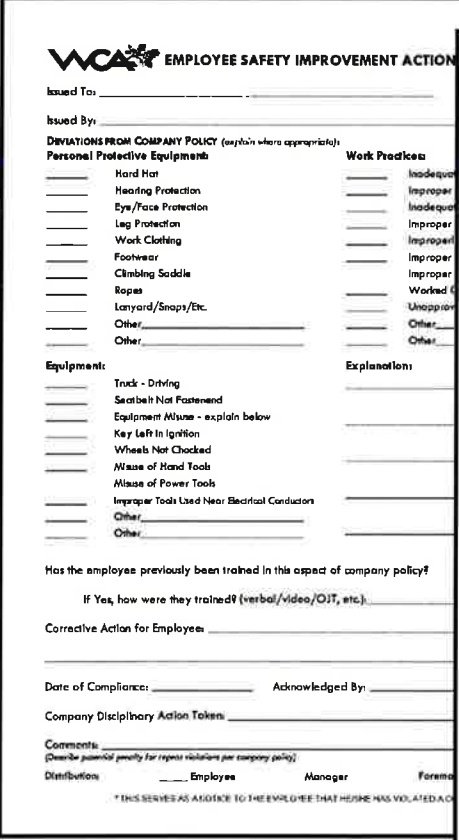
Safety Crew Lunch - This program rewards employees company-wide quarterly.

Safety Team - A 10 person committee that reviews and discusses safety procedures, problems and incentives.

Injury & Illness Prevention - Integral program to WCA's overall safety program.

Leadership Training - Continued training and study utilizing the Crew Leader Home Study Program, available through the Tree Care Industry Association (TCIA).

Certification Training - Continued study sessions are held in preparation for the International Society of Arboriculture Certification Programs.



WCA EMPLOYEE SAFETY IMPROVEMENT ACTION

Issued To: _____

Issued By: _____

DEVIATIONS FROM COMPANY POLICY (explain where appropriate):

Personal Protective Equipment	Work Practices
Hard Hat	_____
Hearing Protection	_____
Eye/Face Protection	_____
Leg Protection	_____
Work Clothing	_____
Footwear	_____
Climbing Saddle	_____
Ropes	_____
Lanyard/Snaps/Etc.	_____
Other: _____	_____
Other: _____	_____

Equipment:

_____ Truck - Driving

_____ Seatbelt Not Fastened

_____ Equipment Abuse - explain below

_____ Key Left In Ignition

_____ Wheels Not Chocked

_____ Abuse of Hand Tools

_____ Abuse of Power Tools

_____ Improper Tools Used Near Electrical Conductors

_____ Other: _____

_____ Other: _____

Has the employee previously been trained in this aspect of company policy? _____

If Yes, how were they trained? (verbal/video/OJT, etc.): _____

Corrective Action for Employee: _____

Date of Compliance: _____ Acknowledged By: _____

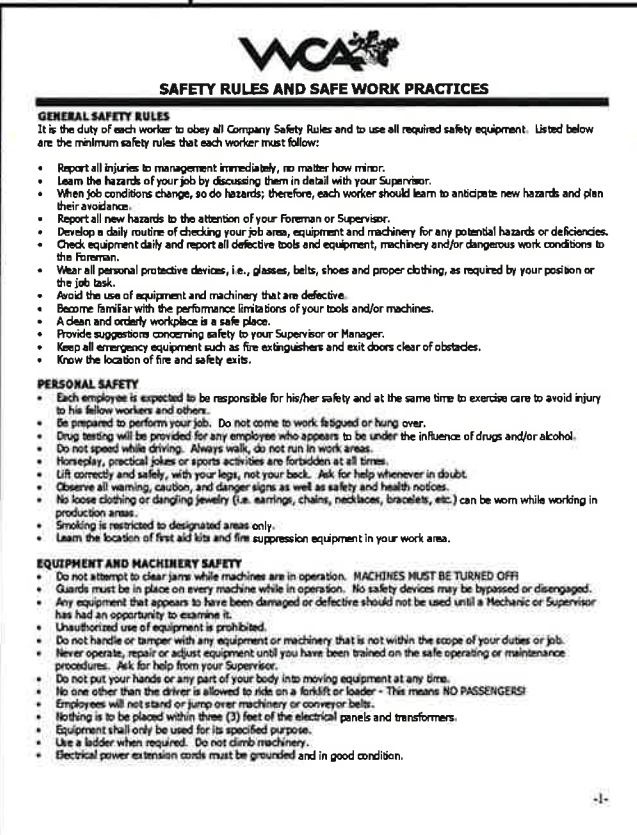
Company Disciplinary Action Taken: _____

Comments: _____

(Describe potential penalty for repeat violations per company policy)

Distribution: _____ Employee _____ Manager _____ Foreman _____

* THIS SERVICE IS ADDITIVE TO THE EMPLOYEE THAT HE/SHE HAS VIOLATED A C



WCA SAFETY RULES AND SAFE WORK PRACTICES

GENERAL SAFETY RULES

It is the duty of each worker to obey all Company Safety Rules and to use all required safety equipment. Listed below are the minimum safety rules that each worker must follow:

- Report all injuries to management immediately, no matter how minor.
- Learn the hazards of your job by discussing them in detail with your Supervisor.
- When job conditions change, so do hazards; therefore, each worker should learn to anticipate new hazards and plan their avoidance.
- Report all new hazards to the attention of your Foreman or Supervisor.
- Develop a daily routine of checking your job area, equipment and machinery for any potential hazards or deficiencies.
- Check equipment daily and report all defective tools and equipment, machinery and/or dangerous work conditions to the Foreman.
- Wear all personal protective devices, i.e., glasses, belts, shoes and proper clothing, as required by your position or the job task.
- Avoid the use of equipment and machinery that are defective.
- Become familiar with the performance limitations of your tools and/or machines.
- A clean and orderly workplace is a safe place.
- Provide suggestions concerning safety to your Supervisor or Manager.
- Keep all emergency equipment such as fire extinguishers and exit doors clear of obstacles.
- Know the location of fire and safety exits.

PERSONAL SAFETY

- Each employee is expected to be responsible for his/her safety and at the same time to exercise care to avoid injury to his fellow workers and others.
- Be prepared to perform your job. Do not come to work fatigued or hung over.
- Drug testing will be provided for any employee who appears to be under the influence of drugs and/or alcohol.
- Do not speed while driving. Always walk, do not run in work areas.
- Hoisting, practical jokes or sports activities are forbidden at all times.
- Lift correctly and safely, with your legs, not your back. Ask for help whenever in doubt.
- Observe all warning, caution, and danger signs as well as safety and health notices.
- No loose clothing or dangling jewelry (i.e. earrings, chains, necklaces, bracelets, etc.) can be worn while working in production areas.
- Smoking is restricted to designated areas only.
- Learn the location of first aid kits and fire suppression equipment in your work area.

EQUIPMENT AND MACHINERY SAFETY

- Do not attempt to clear jams while machines are in operation. **MACHINES MUST BE TURNED OFF**
- Guards must be in place on every machine while in operation. No safety devices may be bypassed or disengaged.
- Any equipment that appears to have been damaged or defective should not be used until a Mechanic or Supervisor has had an opportunity to examine it.
- Unauthorized use of equipment is prohibited.
- Do not handle or tamper with any equipment or machinery that is not within the scope of your duties or job.
- Never operate, repair or adjust equipment until you have been trained on the safe operating or maintenance procedures. Ask for help from your Supervisor.
- Do not put your hands or any part of your body into moving equipment at any time.
- No one other than the driver is allowed to ride on a forklift or loader - This means **NO PASSENGERS!**
- Employees will not stand or jump over machinery or conveyor belts.
- Nothing is to be placed within three (3) feet of the electrical panels and transformers.
- Equipment shall only be used for its specified purpose.
- Use a ladder when required. Do not climb machinery.
- Electrical power extension cords must be grounded and in good condition.

Pictured left: Sample Safety Improvement Action Plan Form & Safety Rules and Safe Work Practices review sheet.

CURRENT CONTRACT WORK EXPERIENCE

WCA, Inc. understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

CITY OF LAGUNA NIGUEL



Annual Budget: \$ 250,000

Contact: Jerry Sollom, Park Maint. & Contract Sup.

Address: 30111 Crown Valley Pkwy., Laguna Niguel, CA 92677

Phone: (949) 362-4349

SINCE 2004

WCA provides complete tree maintenance services for the City. We maintain the City's 6,000 trees by providing various services including but not limited to removals, planting and emergency urban forestry services.

CITY OF FULLERTON



Annual Budget: \$ 2,500,000

Contact: Phil Kisor, Landscape Maint. Supt.

Address: 116 S. Basque Ave., Fullerton, CA 92633

Phone: (714) 738-5345

Email: philk@cityoffullerton.com

SINCE 1998

As part of the tree care service, WCA updates the City's own tree inventory. As part of this program, we collect and provide to the City an automated record of the work completed and submit it to the City for updates. Together we are able to prune trees more efficiently, while the City is able to maintain accurate work records and monitor predictable tree trimming schedules and guarantee the residents and businesses top quality tree care.

CITY OF HUNTINGTON BEACH



Annual Budget: \$ 1,000,000

Contact: Denny Bacon, Maint & Operations Mgr.

Address: 17371 Gothard St., Huntington Beach, CA 92647

Phone: (714) 960-8861

Email: denny.bacon@surfcity-hb.org

SINCE 1995

We provide complete urban forestry management for more than 60,000 trees, including tree pruning, removals, planting, and emergency services. In an effort to maintain a sustainable urban forest, we also provide inventory updates to the City's own inventory database. We have performed successfully in the City for four years.

CITY OF ANAHEIM



Annual Budget: \$ 1,500,000

Contact: Dan Debassio, PW Superintendent

Address: 1426 East Vermont, Anaheim, CA 92805

Phone: (714) 765-4461

Email: ddebassio@anaheim.net

SINCE 2007

The City of Anaheim maintains their large tree population of 102,014 by utilizing the Call Management feature on ArborAccess, our inventory and management system. Since they began utilizing this feature there has been 12,329 call records were input alone.

CITY OF TUSTIN



Annual Budget: \$ 920,000

Contact: Jason Churchill, Field Services Mgr.

Address: 300 Centennial Way, Tustin, CA 92780

Phone: (714) 573-3023

Email: jchurchill@tustinca.org

SINCE 1993

WCA has operated in the City of Tustin since 1993. The city and WCA have formed a successful corporate partnership. We provide complete urban forestry management for more than 15,000 City-owned trees, including tree pruning, removals, planting, and emergency services.

FIRM EXPERIENCE

Listed below are current contracts (in alphabetical order) valued over \$1,000,000 annually.
These contracts represent WCA corporate capabilities to provide superior and professional work to public agencies.

CUSTOMER	DURATION	ANNUAL CONTRACT AMOUNT
City of Alameda	Since 2010	\$ 1,043,000.00
City of Anaheim/Anaheim Utilities	Since 2007	\$ 1,750,000.00
City of Beverly Hills	Since 2000	\$ 2,236,000.00
City of Chino Hills	Since 2000	\$ 1,036,000.00
City of Corona	Since 2010	\$ 1,000,000.00
City of Fontana	Since 1994	\$ 1,050,000.00
City of Fullerton	Since 1998	\$ 1,300,000.00
City of Glendale/Glendale Water & Power	Since 2015	\$ 2,500,000.00
City of Huntington Beach	Since 2008	\$ 1,300,000.00
City of Long Beach	Since 2016	\$ 2,900,000.00
City of Lodi/Lodi Utilities	Since 2006	\$ 1,500,000.00
City of Oxnard	Since 2000	\$ 1,032,000.00
City of Palo Alto	Since 2016	\$ 1,400,000.00
City of Sacramento	Since 2015	\$ 1,290,000.00
City of San Diego	Since 2015	\$ 2,196,000.00
City of Santa Ana	Since 2015	\$ 1,400,000.00
City of Santa Monica	Since 2011	\$ 1,100,000.00
City of Santa Clarita	Since 2008	\$ 2,770,000.00
City of Tustin	Since 2006	\$ 1,122,000.00
City of Ventura	Since 1999	\$ 1,016,000.00
City of Whittier	Since 2005	\$ 1,286,000.00
County of LA	Since 2015	\$ 5,500,000.00
County of Orange	Since 2013	\$ 2,800,000.00
Riverside Public Utilities	Since 2016	\$ 2,000,000.00

EXPERIENCE (SIMILAR SIZE & SCOPE)

The references listed above are all current contracts displaying WCA's capabilities to provide the necessary manpower, experience, and equipment to manage Cities and Counties that require a heightened level of attention, expectation and need in comparison to other types of customers (i.e., HOA's, commercial and residential).

EXPERIENCE- CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

CITY OF AGOURA HILLS
CITY OF ALAMEDA
CITY OF ALHAMBRA
CITY OF ANAHEIM
CITY OF ARTESIA
CITY OF AZUSA
CITY OF BALDWIN PARK
CITY OF BELL
CITY OF BELLFLOWER
CITY OF BEVERLY HILLS
CITY OF BREA
CITY OF BRENTWOOD
CITY OF BUENA PARK
CITY OF BURBANK
CITY OF CAMARILLO
CITY OF CARLSBAD
CITY OF CARMEL-BY-THE-SEA
CITY OF CARPINTERIA
CITY OF CARSON
CITY OF CERRITOS
CITY OF CHINO HILLS
CITY OF CHOWCHILLA
CITY OF CITRUS HEIGHTS
CITY OF CLAREMONT
CITY OF COACHELLA
CITY OF CONCORD
CITY OF CORONA
CITY OF CORONADO
CITY OF COSTA MESA
CITY OF COVINA
CITY OF CULVER CITY
CITY OF DANA POINT
CITY OF DAVIS
CITY OF DEL MAR
CITY OF DIAMOND BAR
CITY OF DUARTE
CITY OF EL CAJON
CITY OF EL CERRITO
CITY OF ENCINITAS
CITY OF FILLMORE
CITY OF FONTANA
CITY OF FRESNO
CITY OF FULLERTON
CITY OF GARDEN GROVE
CITY OF GARDENA
CITY OF GILROY
CITY OF GLENDALE
CITY OF GLENDORA
CITY OF HUNTINGTON BEACH
CITY OF IMPERIAL BEACH

CITY OF INDIO
CITY OF IRVINDALE
CITY OF LA CANADA FLINTRIDGE
CITY OF LA HABRA
CITY OF LA MESA
CITY OF LA MIRADA
CITY OF LA PALMA
CITY OF LA PUENTE
CITY OF LA VERNE
CITY OF LAGUNA BEACH
CITY OF LAGUNA HILLS
CITY OF LAGUNA NIGUEL
CITY OF LAKE ELSINORE
CITY OF LAKEWOOD
CITY OF LODI
CITY OF LOMITA
CITY OF LOMPOC
CITY OF LONG BEACH
CITY OF LOS ALAMITOS
CITY OF LOS ALTOS
CITY OF LOS ANGELES
CITY OF MADERA
CITY OF MANHATTAN BEACH
CITY OF MAYWOOD
CITY OF MENLO PARK
CITY OF MILPITAS
CITY OF MISSION VIEJO
CITY OF MONROVIA
CITY OF MONTCLAIR
CITY OF MONTEBELLO
CITY OF MONTEREY
CITY OF MONTEREY PARK
CITY OF MOORPARK
CITY OF MORENO VALLEY
CITY OF MURKIN HILL
CITY OF MOUNTAIN VIEW
CITY OF MURRIETA
CITY OF NEWARK
CITY OF NORCO
CITY OF NORWALK
CITY OF OAKLEY
CITY OF OCEANSIDE
CITY OF ONTARIO
CITY OF ORANGE
CITY OF OXNARD
CITY OF PALO ALTO
CITY OF PARAMOUNT
CITY OF PERRIS
CITY OF PLACENTIA
CITY OF PLEASANTON
CITY OF POMONA
CITY OF PORTERVILLE
CITY OF POWAY
CITY OF RANCHO PALOS VERDES

CITY OF REDLANDS
CITY OF RIALTO
CITY OF RIVERSIDE
CITY OF ROSEMEAD
CITY OF ROSEVILLE
CITY OF SACRAMENTO
CITY OF SAN BERNARDINO
CITY OF SAN DIEGO
CITY OF SAN DIMAS
CITY OF SAN FERNANDO
CITY OF SAN GABRIEL
CITY OF SAN JACINTO
CITY OF SAN JOSE
CITY OF SAN JUAN CAPISTRANO
CITY OF SAN MARCOS
CITY OF SAN RAMON
CITY OF SANTA ANA
CITY OF SANTA BARBARA
CITY OF SANTA CLARA
CITY OF SANTA FE SPRINGS
CITY OF SANTA MARIA
CITY OF SANTA MONICA
CITY OF SANTA PAULA
CITY OF SANTEE
CITY OF SIERRA MADRE
CITY OF SIGNAL HILL
CITY OF SOLANA BEACH
CITY OF SOUTH PASADENA
CITY OF SOUTH SAN FRANCISCO
CITY OF STOCKTON
CITY OF SUNNYVALE
CITY OF TEMECULA
CITY OF TEMPLE CITY
CITY OF THOUSAND OAKS
CITY OF TORRANCE
CITY OF TRACY

CITY OF TULARE
CITY OF TUSTIN
CITY OF UNION CITY
CITY OF UPLAND
CITY OF VENTURA
CITY OF VICTORVILLE
CITY OF VISALIA
CITY OF VISTA
CITY OF WALNUT
CITY OF WEST COVINA
CITY OF WEST HOLLYWOOD
CITY OF WEST SACRAMENTO
CITY OF WHITTIER
CITY OF WOODLAND
CITY OF YORBA LINDA
COUNTY OF ALAMEDA
COUNTY OF COLUSA
COUNTY OF CONTRA COSTA
COUNTY OF FRESNO
COUNTY OF LOS ANGELES
COUNTY OF MONTEREY
COUNTY OF ORANGE
COUNTY OF RIVERSIDE
COUNTY OF SAN BERNARDINO
COUNTY OF SAN DIEGO
COUNTY OF SAN JOAQUIN
COUNTY OF TULARE
COUNTY OF YOLO
TOWN OF ATHERTON
TOWN OF LOS GATOS



IMPLEMENTATION PLAN

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Project/Area Manager:

Kris Burbidge

ISA Certified Arborist #WE 9566 AJM

ISA Tree Risk Assessment Qualification

QAL #141223 B

TCIA Certified Treecare Safety Professional #2968

ATSSA Traffic Control Supervisor #528245

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication with the Agency Inspector and field crew

4

PROJECT APPROACH & UNDERSTANDING

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

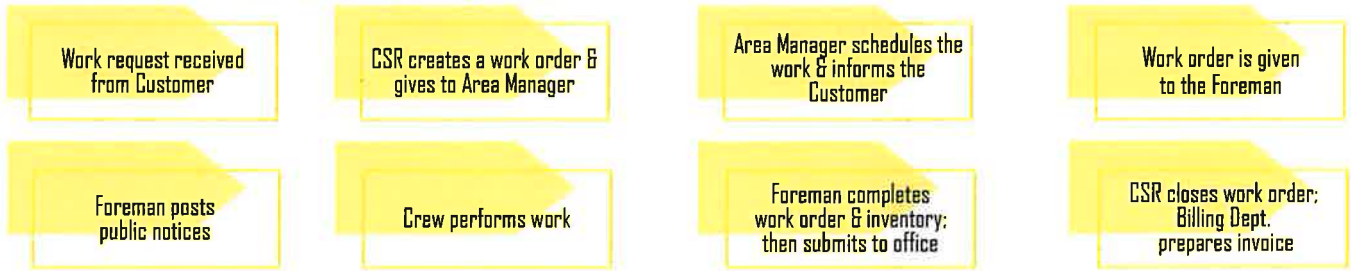
All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

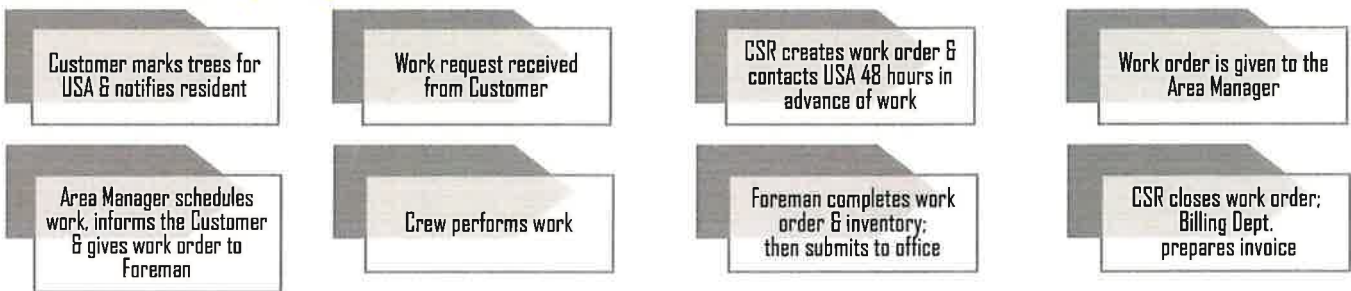
WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

WORKFLOW TIMELINE

Grid Pruning Flowchart (30 day Completion)



Removal Flowchart (15 day Completion)



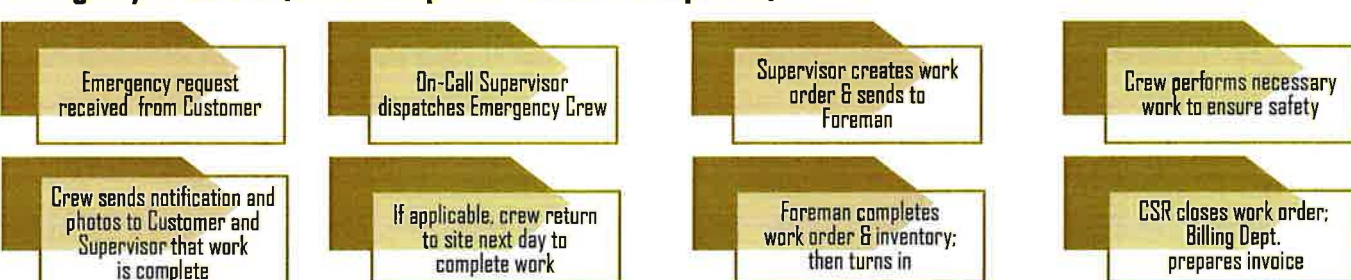
Planting Flowchart (15 day Completion)



Service Request Flowchart (15 day Completion)



Emergency Flowchart (2 Hour Response/ 24 Hour Completion)



EMERGENCY CONTACTS

TOLL FREE
866.546.2369

in case of emergency
after normal business hours

Leave a message, if you do not receive a
call back within 10 minutes, call the
following contacts in order:

SAMUEL JIMENEZ, SUPERVISOR
714.620.4489

KRIS BURBIDGE, AREA MANAGER
714.920.0567

MARIO GONZALEZ, AREA MANAGER
714.404.2997

MIKE PALAT, REGIONAL MANAGER/V.P.
714.920.4366

After confirmation from on call Manager, you can
email multiple locations to:
LIMBDOWN@WCAINC.COM

NORMAL BUSINESS HOURS
714.991-1900



SAMPLE PLANTING DOOR HANGER

HELP ME GROW!

- WATER THE TREE**
once (1) per week during cool months.
- WATER THE TREE**
twice (2) per week during warm months.
- PLEASE DO NOT**
change or adjust the stakes.
- PLEASE DO NOT**
adjust the water basin or mulch placed around the tree.
- KEEP THE TREE FREE**
of weeds and other plants.

WCA
Services Provided By:
West Coast Arborists, Inc., 2200 E. Via Burton St., Anaheim, CA 92806
800.521.3714

TREE CARE PROFESSIONALS
SERVING COMMUNITIES WHO CARE ABOUT TREES



Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air containments in quantities that violate the regulations of any legally constituted authority.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency.

*Excluding emergency services.

Traffic Control

WCA maintains a C-31 traffic control license issued by the CSLB. We also have ATSSA Traffic Control Designers, Supervisors and Technicians on staff to complete necessary traffic control plans. Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard (s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.

Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of personal property including plans for corrective measures to take place within 48

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.



WCA OATH OF COMMITMENT

WCA is committed to working with the City of Laguna Hills staff to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services. We will adhere to the schedule established by the City and ensure staff and residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the City's budget and that the City may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

This is our oath of commitment to uphold the prestigious namesake of the City of Laguna Hills by providing gold standard tree care services.



Patrick Mahoney, President

6/23/2021



**Modern Fleet consisting of
1500+
pieces of equipment.**

5

**EQUIPMENT
INVENTORY**

EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications as required.

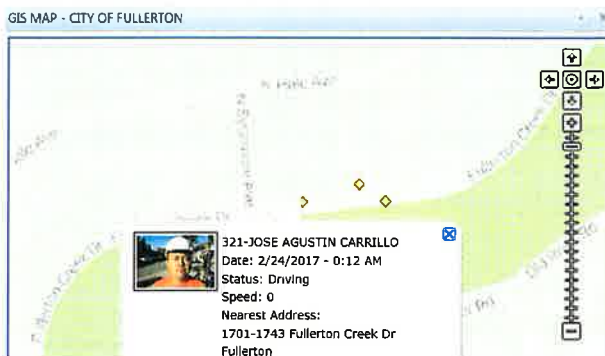
CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

Telematics Fleet Solutions

WCA has partnered with Telematics to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers



EQUIPMENT LIST SUMMARY:

Pick Up Trucks	318
Aerial Lift Devices	321
95' Aerial Devices	15
Dump Trucks	181
Flat Beds	39
Forklifts	6
Arrowboards	73
ATVs	4
Stump Grinders	59
Loaders	70
Rubber Track Loader	1
Root Pruners	2
Rolloff Trucks	50
Saw Mill	2
Log Skidder	1
Back Hoes	1
Brush Chippers	170
Cranes	5
Toyota Prius	11
Toyota Yaris	8
Ford CMAX	4

IN-HOUSE FLEET MAINTENANCE

We currently have more than 1,500 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ over 50 full-time mechanics that perform an in-house fleet maintenance program. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time. Equipment is assigned to different crews and if the crew is shared with another contract the equipment will be as well.

PREVENTATIVE MAINTENANCE PROGRAM

All WCA equipment goes through our Preventative Maintenance program. From our solar powered arrow boards, to our Freightliner Roll Off trucks. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time.

SUSTAINABILITY

Over the last few years, we have invested heavily in new equipment in an effort to keep our fleet modern, comply with state requirements, meet demand and reduce our effects on the environment. We understand with a fleet as large as ours that we are responsible for the amount of emissions our vehicles produce and actively make an effort to monitor and reduce our carbon footprint.



PRUNE CLASSIFICATIONS

Grid Prune- Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 25% of the live foliage removed at a given time.

Full Prune/Crown Reduction- Crown reduction is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be reduced. A full prune is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a full prune shall have more than 25% of the live foliage removed at a given time.

Service Requests

A Service Request Prune includes tree maintenance services on designated tree(s) as ordered by the Agency Arborist or designee. Pruning may include structural pruning, crown raising, crown cleaning or pruning to reduce/restore the crown. Whichever work type is ordered by the Agency, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Work assignments from the Agency may require mobilization from one tree site to another within the Agency.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

6

SERVICE APPROACH & METHODOLOGY

Palm Trunk Skinning

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

Root Pruning

We strongly recommend against any root pruning, however, should the Agency elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away.

Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification.

Tree Planting

We can replace trees that have been removed and plant new trees in accordance with specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim Crothers goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

Wildlife Protection

Part of our training program includes training crews on current bird nesting laws as well as BMPs for tree maintenance and nesting birds. The protection of birds, especially during nesting season, is critical to providing responsible tree maintenance.

ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices.

Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility in Placentia, Brea, or if possible, at a staging area within the Agency. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.



GREEN WASTE

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily-increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.

SAMPLE GREEN WASTE REPORT:

CITY OF LAGUNA NIGUEL
From 7/1/2020 to 3/5/2021

Green Waste Report
Job #: All

Date	Job #	Truck #	Recycling Site	Material	Weight In Tons	Amount
8/26/2020	56368	D149	CITY OF DANA POINT	CHIP	5.00	0.00
9/14/2020	56368	D149	TIERRA VERDE INDUSTRIES IRVINE	CHIP	3.90	58.50
9/15/2020	49476	R78	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	9.34	140.10
9/15/2020	56368	539	CITY OF LAGUNA NIGUEL	CHIP	0.00	0.00
9/19/2020	56365	R35	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	4.33	64.95
9/19/2020	56365	R35	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	0.00	0.00



MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to our yard and these are then chopped into usable firewood.

STREET TREE REVIVAL, our wood recycling program has become an important component of our approach to urban forest management. 25 years ago, we started our urban wood recycling program in collaboration with the California Department of Forestry and Fire Protection (CDF). Since a number of trees require removal, it was important to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand of trees from natural forests.



REMOVE



REPLANT



REPURPOSE



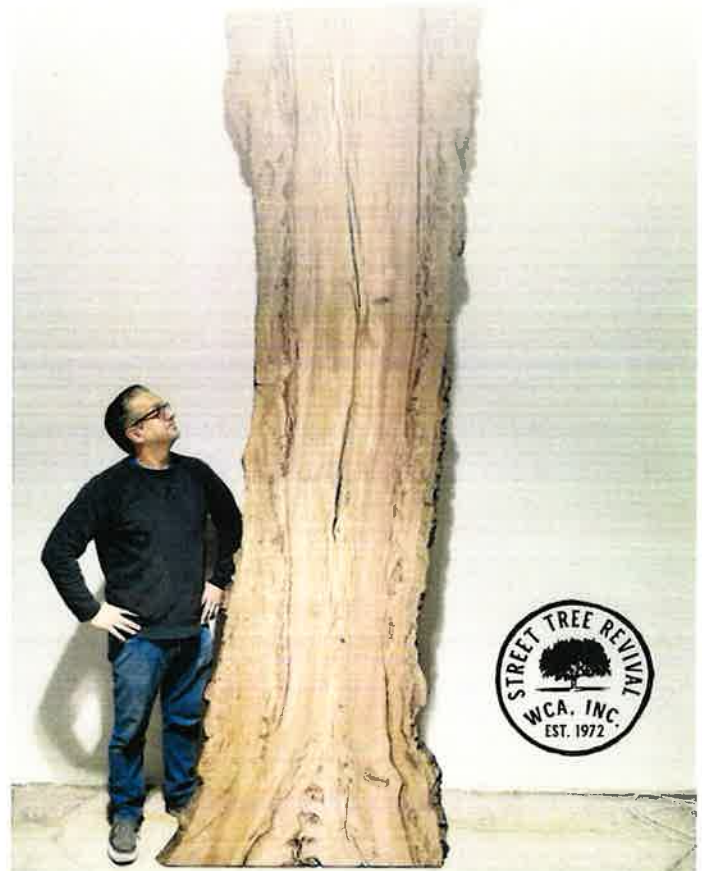
TRACK



MILL



DRY



GREEN WASTE SAMPLE REPORT

An important element of our firm's operation is recycling the debris generated through our pruning and removal services. The tree debris is typically converted into wood chips on site and then unloaded at an alternative site. In an effort to be efficient to our customers, we have combined everything into one simple report to include the tonnage, composition of debris disposed of (ex: chip, brush, logs, palm, stump grind debris or mixed), and the manner and location of disposition. The information is entered into our system daily and updates appear automatically in ArborAccess. We will then provide documentation to the City as requested.

CITY OF ORANGE

From 7/1/2020 to 3/11/2021

Green Waste Report

Job #: All

Date	Job #	Truck #	Recycling Site	Material	Weight in Tons	Amount
7/1/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	9.73	145.95
7/6/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE	STUMP GRIND DEBRIS	8.61	129.15
7/6/2020	56374	R78	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	15.66	234.90
7/7/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE	CHIP	4.23	63.45
7/8/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE	STUMP GRIND DEBRIS	10.88	163.20
7/8/2020	56374	D62	CITY OF ORANGE			
7/9/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE			
7/9/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE			
7/9/2020	56374	D62	CITY OF ORANGE			
7/10/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			
7/13/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE			
7/14/2020	49482	R78	GREEN ARMY			
7/14/2020	56374	D62	CITY OF ORANGE			
7/15/2020	49482	R78	GREEN ARMY			
7/16/2020	56374	D62	CITY OF ORANGE			
7/21/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			
7/21/2020	56374	R55	TIERRA VERDE INDUSTRIES IRVINE			
7/22/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			
7/22/2020	56374	R55	TIERRA VERDE INDUSTRIES IRVINE			
7/23/2020	56374	R55	TIERRA VERDE INDUSTRIES IRVINE			
7/23/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			



March 8, 2021

West Coast Arborists
2200 E. Via Burton St.
Anaheim, CA 92806

RE: Tree Trimmings / Greenwaste Diversion at Tierra Verde Industries (TVI)

To whom it may concern:

Please accept this letter as our confirmation of tree trimmings / greenwaste diversion activities for your firm on an as-needed basis. TVI has been providing recycling services since 1997 and specifically to your firm for almost fifteen (15) years.

The TVI EcoCentre at the Great Park is a fully permitted diversion facility and is located at 8065 Marine Way in Irvine, CA: TVI operates under State Solid Waste Facility Permit #30-AB-0403. Under our permit, greenwaste / compostable materials diversion is one of the many authorized activities we are allowed.

The TVI Eco-Centre receives chipper trucks and roll-off loads of segregated tree trimmings / greenwaste from your firm, for diversion from landfill disposal and processing into marketable soil products. As a result of WCA and TVI efforts, we are able to divert 100% of the segregated greenwaste delivered to us from landfill disposal.

The first process that these materials undergo is an initial grinding to a specific size. Depending upon the end product being made, an additional grinding and screening may occur. Finally, these materials are used to make a variety of soil amendments, landscape mulches, or even biofuel to generate electricity. TVI has been in business more than twenty (20) years manufacturing these products at its facility in Irvine.

If you have any questions or comments, please feel free to call me at (949) 551-0363.

Sincerely,

Darren Ross

TIERRA VERDE INDUSTRIES

Mailing Address: P.O. Box 278 • Irvine, CA 92650-0278
(949) 551-0303 • (949) 551-1532 Fax

SUSTAINABILITY

Community Involvement



ARBOR DAY ADVOCATES

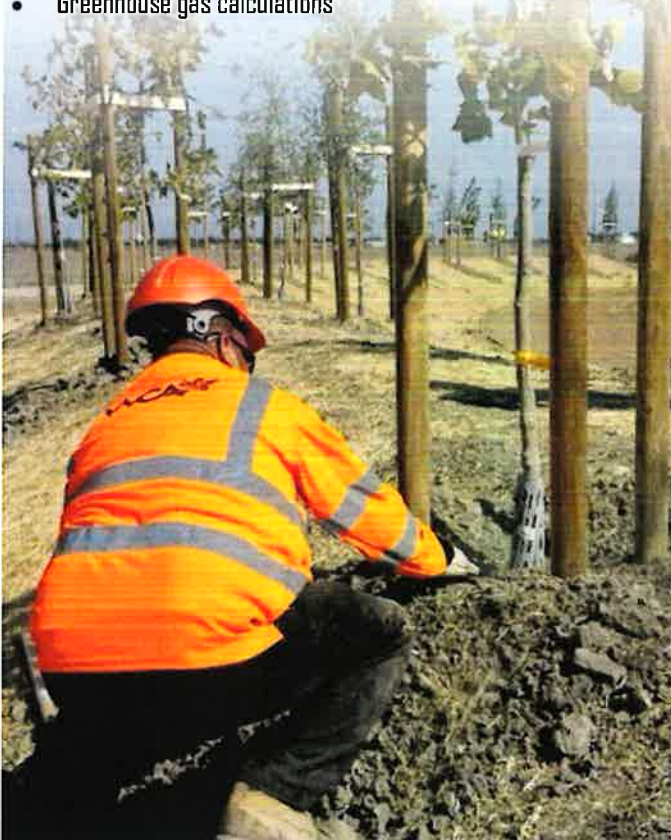
WCA participates in over 100 Arbor Day and other community events annually by providing educational presentations, tree plantings and sponsorships. As a community partner, we understand the importance of teaching youth about the benefits of trees not only to better our environment but to ensure our urban forests are maintained for years to come.

GRANT SERVICES

Cities can improve the management of their urban forest through a grant project. Our grant team is experienced in partnering with various agencies to obtain funding for activities that help their urban forest thrive. We've managed over \$9,000,000 in grants to date. These grants, completed and new, will result in 14,100 more trees planted.

Services include:

- Grant writing
- Application review
- Greenhouse gas calculations
- Partnership development
- Volunteer training
- Community events



COMMUNITY CAMPAIGNS

WCA has partnered with *Invest From the Ground Up* and the *Western Chapter International Society of Arboriculture* to plant trees across California under their newest initiative – Cool Parks. With a generous grant from CAL FIRE, the Cool Parks team is working alongside partner cities and nonprofits to bring 2500 trees to California's disadvantaged and low-income communities, organize a CA Tree Team workshop, and engage residents to learn and care about the trees in their city.

Prior to the "Cool Parks" campaign, WCA participated in the CIRCLE (California Initiative to Reduce Carbon and Limit Emissions) campaign since its launch in October of 2016. Each round of tree planting events has provided thousands of trees to communities across California. The trees planted have the potential to sequester millions of pounds of CO₂.

These events are valuable to California communities by generating thousands of volunteers, improving air quality and educating the local community about proper tree planting techniques. Together, we can grow the urban forest for a more sustainable future.





ARBORACCESS FEATURES

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

LIST TRACKING SYSTEM

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

7 TECHNICAL APPROACH

INVENTORY SOFTWARE- ARBORACCESS

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

WCA has completed **300+** GPS tree inventories.

BILLING

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

SAMPLE MANAGEMENT TOOLS

DETAILED TREE SITE CHARACTERISTICS

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

MAINTENANCE RECORDS

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

SAMPLE AGENCY SPECIES FREQUENCY REPORT

	Botanical	Common	Total	Pct.
	Liquidambar styraciflua	AMERICAN SWEETGUM	4,781	14.36%
	Lagerstroemia indica	CRAPE MYRTLE	2,008	6.03%
	Ulmus parvifolia	CHINESE ELM	1,963	5.90%
	Fraxinus velutina 'Modesto'	MODESTO ASH	1,820	5.47%
	Cupanolopsis anacardioides	CARROTWOOD	1,568	4.71%
	Fraxinus velutina	ARIZONA ASH	1,259	3.78%
	Pinus canariensis	CANARY ISLAND PINE	1,191	3.58%
	Grevillea robusta	SILK OAK	1,141	3.43%
	Pistacia chinensis	CHINESE PISTACHE	1,127	3.39%
	Ulmus parvifolia	TULIP TREE	1,076	3.23%
	Other	OTHER	15,355	46.13%
	Total Trees		33,289	100%

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Trees at an Address
- Estimated Tree Value

INVENTORY CONVERSIONS

WCA, Inc. understands that data collection associated with tree inventories can be time consuming and costly. On occasion, new customers of ours have existing inventories previously collected by other companies. In an effort to help our new customer preserve their tree inventory and conserve their budget, we provide our diligence in converting the available data into our software and management program, ArborAccess. Below are references of some recent data conversions from programs like ArborPro and Tree Keeper.



County of Orange Parks
Inventory Converted: 2014
Tree Sites: 45,794
Est. Tree Value: \$178,585,450



City of Palm Springs
Inventory Converted: 2018
Tree Sites: 15,537
Est. Tree Value: \$53,977,140



City of Riverside
Inventory Converted: 2018
Tree Sites: 123,150
Est. Tree Value: \$394,686,730



City of Santa Clarita
Inventory Converted: 2018
Tree Sites: 15,356
Est. Tree Value: \$34,491,480



UC Irvine
Inventory Converted: 2017
Tree Sites: 19,711
Est. Tree Value: \$41,167,140

EXHIBIT “B”

CITY OF LAGUNA HILLS
NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
CITYWIDE TREE MAINTENANCE SERVICES

DATED: MAY 24, 2021



CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
CITYWIDE TREE MAINTENANCE SERVICES

Issued: May 24, 2021

Bid Opening: June 24, 2021 at 11:00 am

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

(949) 707-2651

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR

CITYWIDE TREE MAINTENANCE SERVICES

Prepared under the Supervision of and Approved by:



May 24, 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
TABLE OF CONTENTS
FOR
CITYWIDE TREE MAINTENANCE SERVICES**

NOTICE INVITING SEALED BIDS	NB-1
INSTRUCTIONS TO BIDDERS	IB-1
PROPOSAL DOCUMENTS	
Proposal	P-1
Contractor's Licensing Statement	P-4
References	P-5
Non-Collusion Affidavit.....	P-6
Proposal Bid Sheets	P-7
GENERAL PROVISIONS	
Agreement	GP-1
Conflicts.....	GP-1
Bid Proposal	GP-1
Award of Citywide Tree Maintenance Services Agreement/ Best Qualified Vendor Selection Criteria	GP-2
Term/Extension.....	GP-4
Method of Payment.....	GP-5
Routine Tree Maintenance Services	GP-5
Extraordinary Work	GP-5
Emergency Work	GP-6
Prevailing Wages.....	GP-6
Anti-Kickback and Work Standards.....	GP-7
SPECIAL PROVISIONS	
Scope of Work	SP-1
Routine Maintenance	SP-3
Emergency Service.....	SP-4
Permits and Licenses.....	SP-5
Emergency Contact Numbers	SP-6
Dress Code and Appearance of Personnel.....	SP-6
Interaction with Public.....	SP-6
City's Right to do Work	SP-7
City Liaison	SP-7
Communications	SP-7
Scheduling.....	SP-7
Reports.....	SP-7
Supervision, Special Skills and Certifications.....	SP-8
Protection of Facilities/Utilities	SP-8
Utility Requirements.....	SP-9
Underground Service Alert	SP-9
DRAFT CITYWIDE TREE MAINTENANCE SERVICES AGREEMENT	Appendix I



**CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
CITYWIDE TREE MAINTENANCE SERVICES**

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

Bids will be received by the City Clerk at the City of Laguna Hills until 11:00 am on the 24th day of June 2021, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, **"SEALED BID FOR CITYWIDE TREE MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL."**

The City seeks to retain the services of a qualified and experienced company/Contractor capable of performing the work of citywide tree maintenance services, including, but not limited to, routine tree trimming, tree removal, and tree stump removal of the existing city urban forest and tree planting including all related equipment, extraordinary tree maintenance, and emergency tree removal/trimming maintenance on a 24-hour per day basis (the "Project"), all in accordance with the Bid Proposal.

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

At the time of award of the proposed Citywide Tree Maintenance Services Agreement, the Contractor shall possess a State of California Contractor's License as appropriate for the

performance of the work herein described. The City requires either the State Compensation Insurance Fund or a carrier rated B+ or above for Workers' Compensation Insurance.

The selected company/Contractor shall enter into the City's Citywide Tree Maintenance Services Agreement, which includes the following provision regarding Prevailing Wages: "Contractor is required to know and comply with the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement."

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

Contract Documents may be inspected without charge by appointment at the Public Services Department, City Hall, 24, 24035 El Toro Road, Laguna Hills, California, 92653. Contract Documents are available in portable document form (PDF) on the City's website: www.lagunahillsca.gov. It is the contractor's responsibility to ensure they are on the City's Plan Holder's List and they obtain any addendums or clarifications that are issued by the City on the City's website prior to submitting a bid. For any questions regarding acquisition of Contract Documents, contact Julie Comella at jcomella@lagunahillsca.gov.

Dated this 24th day of May 2021.

CITY OF LAGUNA HILLS, CALIFORNIA

Published

BY


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

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
CITYWIDE TREE MAINTENANCE SERVICES

1. BID PROPOSAL FORMS

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

2. NON-COLLUSION AFFIDAVIT

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

3. PROPOSAL BID SHEET

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

4. DELIVERY OF BID PROPOSAL

Bid Proposals may be mailed or delivered in person. Note that during the Covid-19 Pandemic, City Hall offices may be closed and unable to accept express or messenger services deliveries on a timely basis. However, it is the Contractor's sole responsibility to ensure delivery of the proposal to the hands of the City Clerk by the date and time required in the Notice Inviting Sealed Bids. In person drop off of Bids will be accepted beginning one hour prior to the Bid Opening date and time set forth in the Notice Inviting Bids. Call to arrange acceptance of Bids at other times at (949) 707-2651.

Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall

store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the Notice Inviting Bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

5. IRREGULAR BID PROPOSALS

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

6. TAXES

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

7. DISQUALIFICATION OF CONTRACTORS

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

8. INTERPRETATION OF DOCUMENTS

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

9. ADDENDA OR BULLETINS

The effect of all addenda to the Documents shall be considered in the Bid Proposal, and said addenda shall be made a part of these documents and shall be returned with them.

Before submitting its Bid Proposal, each Contractor shall inform themselves as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the City.

10. LEGAL RESPONSIBILITIES

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

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

11. AWARD OF TREE MAINTENANCE SERVICES AGREEMENT

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Bid Proposals only. However, the City shall determine whether to award the proposed Sample Draft Citywide Tree Maintenance Services Agreement, which is subject to change upon final, to the Best Qualified Vendor in accordance with all of the following provisions of the LHMC.

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

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

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

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official

website. In addition, such notice may also include trade publications when practicable.

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

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

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

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

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

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

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

3-08.100 Best qualified vendor.

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

- A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;
- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;
- C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- F. The quality of vendor's performance history and record on previous purchases or contracts with the city;
- G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and
- H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

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

determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

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

12. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this Section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the attached Sample Draft Citywide Tree Maintenance Services Agreement, which is subject to change upon final, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

13. INITIATION OF THE SCOPE OF WORK

Bidders are notified that it is the City's intent, to the maximum extent practical, to award the Agreement for this Notice Inviting Bids and Specifications for Citywide Tree Maintenance Services such that the Contractor shall begin work at 12:01 AM on July 14, 2021, for the term as set forth in the Draft Citywide Tree Maintenance Services Agreement. Bidders unable to commit to this start date and time may be disqualified for consideration of the award of the Agreement.

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE TREE MAINTENANCE SERVICES

PROPOSAL SUBMISSION REQUIREMENTS

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

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

BIDDER'S NAME: _____

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE TREE MAINTENANCE SERVICES

TO CITY OF LAGUNA HILLS:

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

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

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

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

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

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

CONTRACTOR acknowledges that it is the City's intention to award a Citywide Tree Maintenance Services Agreement for a period commencing on July 14, 2021.

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

CONTRACTOR'S NAME: _____ DATE _____ 2021

CONTRACTOR'S ADDRESS:

BY _____

TITLE _____

 (Signature)

PHONE (____) _____

BY _____

TITLE _____

 (Signature)

Signatures to be Notarized,
 Attach ACKNOWLEDGMENT

/

/

/

/

Continued next page

CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor Name _____

Business Address _____

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

E-Mail address: _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Years this Company has been in the Maintenance Business _____

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

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

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

BY _____
(Print Name)

(Signature)

TITLE _____

DATE _____

Continued next page

BIDDER'S NAME: _____

REFERENCES

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

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

Continued next page

BIDDER'S NAME: _____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, Contractor association, organization, or corporation; that such bid is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid.

Signed

Name (print)

Title

Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

BIDDER'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES

BID PROPSAL (1 of 3)**ROUTINE TREE MAINTENANCE**

Routine Tree Maintenance quantities are estimates, subject to change and subject to issuance of a Task Order.

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR FULL TREE PRUNING					
1	Up to 6" Diameter DBH	EA	200		
2	From 7" to 18" DBH	EA	600		
3	From 19" to 30" DBH	EA	300		
4	From 31" to 36" DBH	EA	40		
5	Over 36" DBH	EA	10		
THE FOLLOWING WORK IS FOR CROWN RAISE/CLEARANCE PRUNE					
6	Up to 6" Diameter DBH	EA	50		
7	From 7" to 18" DBH	EA	200		
8	From 19" to 30" DBH	EA	110		
9	From 31" to 36" DBH	EA	50		
10	Over 36" DBH	EA	15		
THE FOLLOWING WORK IS FOR PALM TREE SERVICES					
11	Prune Date Palm (Phoenix spp.)	EA	50		
12	Ornamental Ball Shaping for Date Palm (Phoenix spp.)	LF	20		
13	Prune Fan Palm (Washingtonia spp.)	EA	35		
14	Skin Fan Palm (Washingtonia spp.)	LF	100		
15	Prune all other Palm Species	EA	45		
16	Clean trunk of all Palm Species	LF	40		
17	Fruit Removal Only	EA	100		

Continued Next Page

BIDDER'S NAME: _____

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

ROUTINE TREE MAINTENANCE, CONTINUED

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR TREE REMOVAL					
18	Tree & Stump Removal per diameter inch	INCH	1200		
19	Tree Only Removal per diameter inch	INCH	2200		
20	Stump Grinding	INCH	280		
21	Special Handling and Disposal fee for contaminated trees	TON	7		
THE FOLLOWING WORK IS FOR ALL-INCLUSIVE TREE PLANTING AND WATERING					
22	15-gallon tree	EA	125		
23	24" box tree	EA	10		

Total Routine Tree Maintenance Services in Figures \$ _____

Total Routine Tree Maintenance Services in Words:

_____ DOLLARS and _____ CENTS

The comparison of lowest price bid shall be on the basis of the Total Routine Maintenance Services price bid.

Continue to next section

/

/

/

/

BIDDER'S NAME: _____

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

BID PROPOSAL (2 of 3)**Extraordinary Tree maintenance Unit Prices**

Extraordinary maintenance service costs are estimates for purposes of budgeting and establishing total costs for specific work task during the year. The quantity of work is not guaranteed. It may increase or decrease depending on the required work and subject to a Task Order issued by the City. The below unit prices shall be all-inclusive of labor, equipment and materials and no additional compensation will be allowed therefore.

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR FULL TREE PRUNING					
1	Up to 6" Diameter DBH	EA	10		
2	From 7" to 18" DBH	EA	60		
3	From 19" to 30" DBH	EA	100		
4	From 31" to 36" DBH	EA	10		
5	Over 36" DBH	EA	5		

The Following Fully Burdened Rates Shall Be Provided.

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
1	3 Man Crew+ 1 Aerial Lift Truck + 1 Chipper Truck	HOURLY	
2	4 Man Crew+ 2 Aerial Lift Trucks + 1 Chipper Truck	HOURLY	
3	5 Man Crew+ 2 Aerial Lift Trucks + 1 Chipper Truck	HOURLY	
4	3 Man Crew+ 1 Aerial Lift Truck + 1 Chipper Truck	PER DAY	
5	Emergency Response during normal work day Paid at a 2-hour minimum	HOURLY	
6	Emergency Response during after-hours/weekends Paid at a 4-hour minimum	HOURLY	
7	Risk Assessment Report by Arborist Level 1, 2 or 3	HOURLY	
8	Tree Canopy Spraying from ground level	INCH	
9	Insecticide or Fungicide & PGR Trunk Banding	INCH	

Continue next page

BIDDER'S NAME: _____

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

Extraordinary Tree Maintenance, Continued			
ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
10	Senior Tree Trimmer	HOURLY	
11	Tree Trimmer	HOURLY	
12	Grounds Person	HOURLY	
13	Supervisor	HOURLY	
14	Operating Engineer	HOURLY	
15	Plant Health Care Specialist	HOURLY	
16	Plant Health Care Technician	HOURLY	
17	Pick-up Truck	HOURLY	
18	43' Rear Mount Aerial Lift	HOURLY	
19	52' Rear Mount Aerial Lift	HOURLY	
20	55' Rear Mount Aerial Lift	HOURLY	
21	60' Rear Mount Aerial Lift	HOURLY	
22	65' Rear Mount Aerial Lift	HOURLY	
23	70' Rear Mount Aerial Lift	HOURLY	
24	75' Rear Mount Aerial Lift	HOURLY	
25	80' Rear Mount Aerial Lift	HOURLY	
26	90' Rear Mount Aerial Lift	HOURLY	

Continue to next section

BIDDER'S NAME: _____

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

Extraordinary Tree Maintenance, Continued

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
27	Box/Chip Truck	HOURLY	
28	Small Brush Chipper	HOURLY	
29	Medium Brush Chipper	HOURLY	
30	Large Brush Chipper	HOURLY	
31	Utility Vehicle	HOURLY	
32	Small Stump Grinder	HOURLY	
33	Medium Stump Grinder	HOURLY	
34	Large Stump Grinder	HOURLY	
35	Root Pruner	HOURLY	
36	Stake Bed Truck	HOURLY	
37	Dump Truck	HOURLY	
38	40 Yard Roll-Off Truck	HOURLY	
39	40 Yard Roll-Off Truck with Drop Axle	HOURLY	
40	40 Yard Roll-Off	HOURLY	
41	Loader	HOURLY	
42	Crane	HOURLY	
43	Arrow Board	HOURLY	
44	Utility Trailer	HOURLY	

EQUIPMENT INVENTORY

Contractor shall provide, as a separate attachment, the model, make and year of the primary equipment proposed to be used on this Project. Do not list hand tools.

Continue to next page.

BID PROPOSAL SUBMISSION STATEMENT

IN WITNESS WHEREOF, Contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2021.

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

BIDDER/CONTRACTOR NAME: _____

By _____

Print

Signature

Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

CITY OF LAGUNA HILLS
GENERAL PROVISIONS
FOR
CITYWIDE TREE MAINTENANCE SERVICES

1. AGREEMENT

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

2. CONFLICTS

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

3. BID PROPOSAL

The Bidder shall provide bid values for all sections of the Bid Proposal. Bids shall be compared on the basis of the fully completed Bid Proposal for the determination of the lowest responsive Bidder. The Agency shall have the authority to select a company/Contractor to enter into the Agreement to provide services on the basis of the Bid Proposal and in accordance with the "best qualified vendor selection criteria" as described herein.

The Bid Proposal shall provide unit prices for tree maintenance services as shown on the Bid Schedule of all routine, extraordinary and emergency tree maintenance services as described herein in the Scope of Work to include routine tree trimming, tree removal and tree stump removal and tree planting, subject to the issuance of a Task Order for such work. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to perform in a good and workmanlike manner the city's urban forest in accordance with the proposal and the defined scope of work. Bidder is solely responsible for satisfying themselves as to the full scope of the tree maintenance services.

In addition to the unit prices for routine Tree Maintenance Services, Bidder shall provide unit prices for work as specified for use in determining compensation for Extraordinary Tree Maintenance Services and for Emergency Tree Maintenance Services, as each are defined in the Scope of Work. No Work shall be performed unless first authorized by the issuance of a Task Order.

4. AWARD OF CITYWIDE TREE MAINTENANCE SERVICES AGREEMENT – BEST QUALIFIED VENDOR SELECTION CRITERIA

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Bid Proposal. However, the City shall determine whether to award the proposed Sample Draft Citywide Tree Maintenance Services Agreement, which is subject to change upon final, for the Bid Proposal to the best qualified vendor in accordance with all of the following provisions of the LHMC.

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

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

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

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

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

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

procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

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

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

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

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

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

3-08.100 Best qualified vendor.

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

- A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;
- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;
- C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;

- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- F. The quality of vendor's performance history and record on previous purchases or contracts with the city;
- G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and
- H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

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

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

5. TERM/EXTENSION

Unless earlier terminated as provided in the Agreement, the Agreement shall commence upon the effective date of the Agreement and shall continue in full force and effect for a period of five (5) years, commencing on 12:01 AM on July 14, 2021, and ending on June 30, 2026 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option").

Any extension of the Term pursuant to the Renewal Option shall only be made on the basis of the terms, conditions, requirements and schedule of compensation as provided for in the five-year Initial Term of the Agreement.

6. METHOD OF PAYMENT

The Contractor shall present, for the previous month, a monthly invoice for the routine tree maintenance services as authorized by Task Order for the price proposed and, separately, for any extraordinary tree maintenance work as preauthorized by Task Order as issued by City and for any emergency work as defined. The monthly invoice shall be accompanied with a narrative description of all work completed in the preceding month and all other reporting as specified herein as a prerequisite for processing the invoice for payment. Failure to invoice monthly, within 30 days of the last day of the preceding month, then said invoice shall not be due and payable. Payment will be made monthly only after verification of completion of the scheduled work and any authorized other work. Send monthly invoices to: Director of Public Services, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653

7. ROUTINE TREE MAINTENANCE

Routine Tree Maintenance shall be as defined in the Bid Proposal and in the Special Provisions. No Routine Tree Maintenance work shall be performed without the City issuance of a Task Order authorizing the work.

8. EXTRAORDINARY WORK

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

- a) Extraordinary work shall not be initiated without written authorization as represented by a Task Order except if the Public Services Director identifies a time sensitive matter that if not immediately addressed would potentially expose the public to an adverse safety condition or incur a substantial cost impact by a delay in action. Otherwise, work performed prior to written authorization shall not be paid.
- b) Work will be executed in a timely manner meeting the approval of the Public Services Director on a unit price basis, an agreed lump sum price basis or on a time and material cost basis as defined in the Task Order.
- c) Extraordinary work shall only include work not included in the routine tree maintenance services work as defined herein.
- d) Materials cost shall be the actual cost plus 15% for handling of materials purchased by the Contractor and used for the extraordinary work, including sales taxes, freight and delivery charges. The City reserves the right to directly purchase materials for the Contractor's use.

- e) Equipment rental costs for extraordinary work on an hourly or daily basis, if any, shall include full compensation including move-in and/or move-out charges and the operator and no additional compensation will be allowed. All equipment shall be in good working order and be suitable for its purpose.
- f) Notwithstanding the above clauses, the City shall have no obligation to utilize the Contractor for extraordinary work and may use other forces as deemed appropriate by the City without any effect on the Agreement.

9. EMERGENCY WORK

Emergency work shall be work associated with a call out from either the City or the Orange County Sheriff's Department, which may occur during any 24 hours of each day, due to an emergency, exigency, disaster, traffic collision, or other similar circumstances creating a safety issue for the public right of way or other City property. Contractor shall respond to emergency work and be on site within two hours of notice of the emergency and restore the public right of way or area, on a temporary basis, to normal operating conditions. Emergency work shall be paid in accordance with the Bid Proposal on a time and materials basis including all labor, equipment and materials and no additional cost will be allowed therefore. Any work that is subsequently necessary to be performed to fully restore the public right of way or area shall not be considered to be emergency work and shall be completed under the Bid Proposal for routine tree maintenance or extraordinary work as authorized by a Task Order.

10. PREVAILING WAGES

The Agreement includes the following provision regarding Prevailing Wages: "Contractor is required to know and comply with the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement."

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Bidders' sole responsibility to

incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its subcontractors of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (Appendix I) draft Citywide Tree Maintenance Services Agreement.

11. ANTI-KICKBACK AND WORK STANDARDS

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

/

/

/

/

/

/

/

/

/

/

Continued next page

CITY OF LAGUNA HILLS
SPECIAL PROVISIONS
FOR
CITYWIDE TREE MAINTENANCE SERVICES

GENERAL

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

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

SCOPE OF WORK

1. Specifications

All tree maintenance work shall be performed in accordance with the highest quality standards. All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Director of Public Services, or his authorized representative. Failure to pass inspection on any maintenance, repair and service item will result in non-payment for that item until such time as the Contractor can complete the item to the satisfaction of the City.

The work performed shall be done in accordance with the General Provisions, Special Provisions and Agreement. The work shall conform with the highest quality as defined by arboricultural resources as selected by the City. As needed, the work shall also follow the Standard Specifications for Public Works Construction, latest edition, and/or Caltrans Standards, hereinafter referred to as the Standard Specifications. In case of conflict between the Standard Specifications and the City Specifications, the City Specifications shall take precedence over and be used in lieu of such conflicting portions. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the Agreement.

2. Compensation for Maintenance

City will compensate Contractor for tree maintenance at the Bid Proposal unit prices per the Bid Proposal and in accordance with the provisions of the Draft Citywide Tree Maintenance Services Agreement. Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no extra compensation will be allowed therefor. No additional compensation will be allowed for compliance with all provisions of these Specifications.

Extraordinary maintenance shall be invoiced at the established rates per unit prices per the Bid Proposal and shall include, as appropriate, all labor, materials, equipment and profit. All items not covered by unit prices shall require a negotiated price and approval by the Director of Public Services or his authorized representative. All extraordinary maintenance requires City authorization per Task Order prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the public right of way. Contractor shall still submit the appropriate documentation for subsequent authorization of the emergency work including photos of any visible damage with details of any final repairs that might be required including a schedule for completion. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

Emergency work shall be invoiced at the established rates per time and equipment hourly rates per the Bid Proposal plus materials, if any, at cost plus 15%.

3. Contractor Requirements

The Contractor shall at all times maintain local facilities where assigned personnel have access to all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work within the required response times necessary to maintain the City's urban forest.

4. Service Requests 24-Hour Phone Access

The Contractor shall maintain a single, attended (real person contact) local telephone number where they can be reached twenty-four (24) hours a day, seven days a week to provide tree maintenance and emergency response as requested by the City.

The Contractor shall maintain and provide mobile communication that allows the City direct phone and email communications with all supervisors assigned to the City and their designated representatives. This includes providing equipment for their receipt and responses to emails in addition to phone calls while in the field.

5. Response Criteria for Requested Services

Routine and Extraordinary Tree Maintenance shall be scheduled following the issuance of a Task Order to begin work within fourteen (14) calendar days or as mutually agreed.

Whenever the Contractor receives emergency service calls from the City or its designated representatives, Contractor shall provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within two (2) hours of the contact, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival.

As part of emergency response, Contractor may be required to respond to accidents or tree failures. Photos shall be taken of any damage and submitted with a written report summarizing the results of the examination and inspection. These reports and photos shall be submitted within five (5) calendar days. Contractor shall clear the public right of way or specified area of any tree, limb or debris and clean the site of any debris on the public right of way or specified area. Once the public right of way or specified area is clear, any remaining needed work shall not be included in the emergency response but shall otherwise fall under routine tree maintenance work by Task Order.

6. Traffic Control

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:30 p.m. to 6:00 p.m. unless an emergency exists and such a closure is necessary to safeguard the traveling public.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with Part 6 "Temporary Traffic Control" of the current "California Manual of Uniform Traffic Control Devices" (MUTCD-Latest Version) published by the State of California, Department of Transportation, the standards as contain in the "Work Area Traffic Control Handbook" (WATCH-latest edition) published by Building News Inc. or as may be deemed necessary by the Director of Public Services to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

All trucks shall be equipped with a minimum of eight (8) STOP signs and small barricades or stands that can be placed in the intersection during an emergency response, shut down or "blackout" intersection as needed. Each vehicle used to place and remove components shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining, or removing components. All staff shall, at all times, wear ANSI 107-2015, Class II safety vests.

7. Routine Maintenance

Routine Tree Maintenance is specified as follows: The Contractor shall provide routine maintenance of the City's urban forest based upon the issuance of a Task Order consistent with the unit prices in the Bid Proposal. Routine tree maintenance is defined by the bid items in the Bid Proposal and the Specifications, and, as well is further defined as all of the City's urban forest that is accessible from the public right of way or vehicle accessible trails or pathways in the City's open space where these trees are reachable by the largest, longest reach, commercially available, boom truck/aerial lift. All said trees are considered to be within the definition of Routine Tree Maintenance, regardless of other location factors, as is solely defined and determined by the City.

8. Extraordinary Maintenance

Extraordinary Tree Maintenance is specified as follows: The Contractor shall provide extraordinary tree maintenance of the City's urban forest based upon the issuance of a Task Order for each work effort consistent with the unit prices in the Bid Proposal. Extraordinary tree maintenance is defined by the bid items in the Bid Proposal and is further identified as all of the City's urban forest that is not accessible from the public right of way or trails or pathways in the City's open space. The trees under this item of work are generally on steep slopes, in ravines and open spaces not accessible by vehicle. All trees maintained shall require manual means, rigging and roping, personnel climbing in trees, and the dragging and removal of all trimmings and debris by manual means to the closest vehicle location. The Contractor shall NOT drive or park on any City sidewalk to perform this work. City sidewalks ARE NOT designed to accommodate the large weight loads produced by tree maintenance equipment, and may crack, become compromised for pedestrians, or become aesthetically unpleasing. Payment to rig/hand climb and utilize Ground Crews on slopes shall be included in the cost per tree per the proposal. The Contractor shall not receive any additional payment for utilizing rig/hand climbing and Ground Crews.

9. Emergency Service

Emergency work shall be work associated with a call out from either the City or the Orange County Sheriff's Department, which may occur during any 24 hours of each day, due to an emergency, exigency, disaster, traffic collision, or other similar circumstances creating a safety issue for the public right of way or other City property. Contractor shall respond to emergency work and be on site within two hours of notice of the emergency and restore the public right of way or area, on a temporary basis, to normal operating conditions. Emergency work shall be paid in accordance with the Bid Proposal on a time and materials basis including all labor, equipment and materials and no additional cost will be allowed therefore. Any work that is subsequently necessary to be performed to fully restore the public right of way or area shall not be considered to be emergency work and shall be completed under the Bid Proposal for routine tree maintenance or extraordinary work as authorized by a Task Order. Contractor shall maintain 24-hour-per-day emergency service.

10. Method of Payment

Upon the receipt of an itemized invoice within thirty (30) days of completion of the work, City shall compensate Contractor for work in accordance with the provisions of the draft Citywide Tree Maintenance Services Agreement. Any work not invoiced by the Contractor within 90 days of completion of the work shall not be paid.

a. Materials

The City shall pay to the Contractor for materials used in extraordinary maintenance the Contractor's cost from the supplier plus the percentage mark-up specified in the Contractor's bid proposal but in no case greater than 15%. All materials and parts shall be new or have the

approval of the Director of Public Services, if otherwise. The City has the right to inspect the Contractor's records to verify any material costs used in extraordinary maintenance.

b. Direct Labor

Contractor shall present with its monthly invoice a record of hours spent in extraordinary maintenance and/or emergency services for tree maintenance. City shall pay the Contractor for such hours of extraordinary maintenance and/or emergency response at the rates specified in the Bid Proposal. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of, workmen for health and welfare, insurance workmen's compensation, pension, vacation, sick leave, or any local, state, federal, or union tax or assessment.

c. Equipment

City shall pay Contractor for equipment used in extraordinary maintenance on a per- hour basis as specified in the Bid Proposal and per the appropriate required equipment to complete the work.

The Contractor's listing of per-hour equipment rates shall constitute total rates to be paid by City when specified equipment is used. No additional payments of any kind shall be paid for equipment except as specified on the Bid Proposal for per-hour rates. No additional compensation shall be paid for transporting the equipment to or from the job site.

11. Permits and Licenses

The Contractor shall procure all permits and license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. No fees will be charged for City-related projects.

12. Tree Asset Management

The Contractor, at its sole expense, within six months of the initiation of this contract, shall inventory all of the City's urban forest with attribute data to the satisfaction of the City. Contractor shall maintain and provide the City with access to a tree record keeping system consisting of an on-line software program that allows the City to view information about its tree population, including the description of each tree by species, height, diameter, work history, as well as tree and planting site location and other information as designated by City. Contractor shall also make this database accessible through the City's Geographic Information System and shall be compatible with same. All data in this system shall be owned by the City.

The on-line software program shall be a City approved database program. The program shall have the capability to produce detailed reports of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The program must allow for batch update of work histories. The Contractor shall provide complete software support to the City for the entire contract term.

The City may require tree evaluations, including written reports. The Contractor shall provide an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections.

During normal pruning process, if Contractor comes across a tree that is not in the City's tree inventory database, Contractor is responsible for recording the location and all appropriate tree attributes. This data is to be submitted electronically to the City via shapefile, and shall conform to the City's requirements.

13. Emergency contact numbers

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

14. Licenses

The Contractor shall have and maintain a State of California Contractor's License as appropriate for the work for the duration of these services. Additionally, Contractor shall have and maintain additional licenses as required by any governmental regulation for any other regulated work. There is no City Business License requirement.

15. Dress Code and Appearance of Personnel

The Company/Contractor shall be required to provide uniforms for personnel assigned to the Project, meeting the City's approval. Sufficient clothing changes shall be provided to personnel to always present a neat and clean appearance of the tree maintenance personnel at all times. All employees working in or around right-of-way must wear reflective safety vests meeting ANSI/ISEA 107-2015 Class II, or better, Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

16. Interaction with Public

All of the personnel shall exhibit and practice courteous and ethical behavior during all times of the Agreement and during all interactions with the public to the City's satisfaction. All personnel shall be capable of basic communication skills in the English language. Any personnel deemed not meeting the City's standards shall be promptly removed from the Project. Contractor's personnel shall always make their best efforts to be responsive, polite, and cooperative when interacting with representatives of the City, or any other City employees. Contractor's personnel shall be required to work in a pleasant and professional manner with City employees, outside Vendors and the public. Nothing contained in this RFP shall be

construed as granting the Contractor the sole right to supply personnel or contractual services required by the City or without the proper City approval and the issuance of a Task Order.

17. City's Right to do Work

The City reserves the right to do work within any area.

18. City Liaison

The City representative and the Contractor's Supervisor will meet on a weekly basis when work is being performed in the City or on a schedule as determined by City. The cost for meetings is deemed included in other items of work and shall not be invoiced to the City.

19. Communications

In addition to emergency telephone access and regularly scheduled meetings, Contractor shall maintain standard office contact methods including telephone, facsimile machine, and U.S. mail. Contractor shall maintain and utilize an email account specific to the City of Laguna Hills. Email shall be the routine communication media for submission of documents, requests, task orders, reports, etc.

20. Scheduling

The Contractor shall accomplish all routine work required under this contract between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. The City may grant, on an individual basis, permission to perform the work at other hours. No work that generates excess noise, such as by use of a chipper, shall be commenced before 8:00 a.m. The Contractor shall perform its work at such time as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. The Contractor shall submit a work schedule describing proposed operations and when work will be accomplished. The schedule shall be subject to approval and change by the City and shall be submitted prior to starting any tree maintenance operations. No work shall occur on City designated holidays.

21. Reports

The Contractor, as part of the Agreement, shall submit reports and schedules on a monthly basis as a pre-requisite for the submission of the Contractor's monthly request for compensation. Such reports shall include, but are not limited to, the following:

1. The results of work performed in the previous 30-day period, including, but not limited to, updates to the City's electronic tree inventory database as defined herein.
2. Reports of work planned in the next 30-day period.
3. Any proposals in response to City issued Task Orders or information requests.

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

22. Supervision, Special Skills and Certifications

The Contractor shall assign a supervisor of field staff to assure performance of the tree maintenance work is completed in accordance with these specifications. All field technicians shall be certified in their respective qualifications by an independent agency or per State licensing sufficient to competently perform their work. Contractor and the Supervisor shall have expertise and experience in arboriculture, pest control, disease identification, soils, fertilizers and plant identification. The Supervisor must be fluent in the English language. The Contractor and the Supervisor shall have the knowledge and ability to determine each tree species response to pruning, and to be able to properly prune the tree species listed on the task orders. All work shall the highest standards for tree maintenance and meet with the approval of the City. There shall be regular meetings on site with the Contractor and the City to determine progress and to establish areas needing attention. Any specific problem area which does not meet the condition of specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until the condition is corrected. All supervisory personnel shall possess and maintain a current and valid Certified Arborist Certificate, issued by the International Society of Arboriculture. All other personnel must possess and maintain a current and valid Certified Tree Worker Certificate, issued by the International Society of Arboriculture. A staff roster, including copies of certificates, must be submitted to the City prior to initiation of the contract and be maintained current throughout the term of the Contract.

23. Protection of Facilities/Utilities

The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above ground and underground on the City's property. Any damage to City property deemed by City to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City. The requirement below to contact Underground Service Alert 48 hours prior to excavating shall not relieve the Contractor of the above-stated obligation.

The Contractor shall carefully protect from damage all trees, shrubs, ground covers, turf, irrigation, water service, fences, sidewalk, buildings, automobiles, street lights, street signs, or any other facilities located on or adjacent to the job site. Should any direct or indirect damage or injury result to any public or private property by or because of any act, omission, neglect or misconduct in the execution of work, on the part of the Contractor or the Contractor's employees, such property shall be restored by the Contractor at no additional cost to the City, to a condition equivalent to that existing before damage occurred

The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Public Services Director. Replacement shall be made by the Contractor in the kind and size of trees as determined by the Public Services Director. Where there is a difference in value between the

trees lost and the replacement of trees, this difference will be deducted from the contract payment. In all cases, the value of the trees lost will be determined by the Public Services Director, using the latest Council of Tree and Landscape Appraisers - Guide for Plant Appraisal

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

1. Utility Requirement

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the locations of their substructures in the construction area when the Contractor gives at least a 48 hour notice to the Underground Service Alert by calling (800) 422-4133. Contractor shall provide the agency with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	Phone Number
AT&T	1265 N. Van Buren St.	Anaheim, CA 92807	David Goldstein	714/666-5696
OCTA	550 S. Main Street	Orange, CA 92613	Kyle Poff	714/560-5816
SCE	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
El Toro Water	24251 Los Alisos Bl.	Lake Forest, CA 92630	Brian Miller	949/837-7050
Gas Company	1919 S. State College	Anaheim, CA 92806	Mike Duenaz	714/634-3158
Gas Company	P. O. Box 1100	Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
Transmission CR&R	P.O. Box 1100	San Juan Capistrano, CA 92693	Mike Campuzano	949/254-1779
SVUSD	25631 Diseno Drive	Mission Viejo, CA 92691	Frank Manzo	949/580-3335
Moulton Niguel Water District	27500 La Paz Road	Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Comm	27121 Towne Centre Dr	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
Santa Margarita Water District	P. O. Box 7005	Mission Viejo, CA 92690-7005	Jaime Aguilar	949/459-6582

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. Any person working in proximity to electrical conductors shall be properly trained in

electrical hazard recognition and avoidance, and possess the appropriate qualifications required by the State of California.

Any dead tree, tree with excessive decay, or tree with a substantial defect such as a split, crack, or unstable root system, shall be reported immediately to the Public Services Director.

The Contractor shall postpone any tree maintenance activity wherein a vehicle is in proximity and such activity has the likelihood of causing damage to vehicle. In such instances, it is the responsibility of the Contractor to immediately notify the vehicle owner and request to have the vehicle moved to a safe location.

26. Preservation of Wildlife

Reasonable efforts shall be taken to protect and preserve the nests, or nesting cavities, of beneficial birds and other beneficial animals, unless in-so doing would create a hazardous condition. California Department of Fish and Game Code Section 3503 states, "It is unlawful to take, possess or needlessly destroy the nest or eggs of any bird," therefore, it shall be the Contractor's responsibility to bypass and leave undisturbed any or all trees scheduled for pruning or removal if active nesting birds or eggs are found to occupy the tree(s).

27. Equipment Operations

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

28. Traffic Control

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of vehicles. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area.

The Contractor shall utilize and follow the requirements of the Caltrans Traffic Manual or the Work Area Traffic Control Handbook prior to implementing any lane closures. Special attention shall be made to protecting and maintaining bicycle lanes. Should any lanes need to be closed to facilitate maintenance operations, Contractor shall minimize this occurrence and post notices as required.

29. Noise Control

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. Operations and equipment use is restricted to the hours of 7:00 a.m. to 7:00 p.m. Noise generating equipment shall not be used before 8:00 a.m. It is the responsibility of the Contractor to become familiar with all local sound control and noise level rules, regulations, and ordinances. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the Project without said muffler.

30. Water Quality

Contractor shall be familiar with and comply with all provisions of the National Pollution Discharge Elimination System as implemented by City and via permits issued by the Santa Ana or San Diego Regional Water Quality Control Boards. Contractor shall comply with Stormwater Best Management Practices.

31. Quality of Work

The quality of work will continue to play a part in the success and acceptance of this project. Selective pruning shall be employed at all times following the most current standards of the Western Chapter International Society of Arboriculture's pruning standards.

The City Park Supervisor shall be the sole judge as to the adequacy and quality of the maintenance.

32. Pruning Standards

Before any work commences, Contractor shall prune one typical tree of each different species scheduled for work. Work shall be to the satisfaction of the City and will be the form all other trees are trimmed to. Pruning shall be in strict accordance with all standards and methods as prescribed by the International Society of Arboriculture.

The Contractor shall prune to retain the natural structure of each tree species, unless otherwise directed by the Public Works Services Director, and have the knowledge and ability to determine each tree species response to pruning. Pruning patterns shall be consistent so that visual continuity is maintained, and the value of all City trees pruned is increased.

The use of chain saws shall be restricted to those cuts that cannot be made with hydraulic, pneumatic, or manually operated lopping shears. All blades, chains and other cutting devices shall be kept sharpened, to make a clean final cut, with the bark intact and free from stripping or shredding. Wound dressings are not permitted.

Pruning cuts shall be made carefully and at the proper location; this will be back to the parent branch or trunk, just to the outside of the branch collar and branch bark ridge. Branch cuts shall be kept as small as possible to prevent excessive decay. No live branch greater than eight (8) inches in diameter (measured at the base of the branch) shall be removed without authorization from the Public Services Director, unless said branch is weakly attached or has other significant defect. Limbs, measuring two (2) inches or greater in diameter, shall be removed using the three-cut method.

When pruning mature trees, no more than twenty-five (25) percent of the leaf-bearing canopy should be removed. Live Oaks are limited to ten (10) percent. When reducing the length of a limb back to a lateral branch, the lateral should be at least one- third the diameter of the portion removed. Young trees shall be pruned primarily to improve structure.

Private trees encroaching upon a City sidewalk or street, and are not providing proper height clearance requirements, shall be raised on the street-side only to mitigate nuisance

The use of climbing spurs, gaffs, or any other climbing devise that causes puncture wounds is prohibited, except for aerial rescue efforts, or during removals.

The Contractor shall not prune any tree(s), which have been pruned by a resident or homeowner and have been trained, cut, or sheared in such a way to form a hedge, espalier, or picturesque shape, and have not been trained in the normal landscape shade tree standard of pruning. Such trees shall not be recorded on the work list. These trees are to be noted, and the Contractor shall inform the Public Services Director of them by address.

Any inappropriate piece of metal, wire, rubber, wood, or other material that is damaging the growing tissue of a tree or predisposes the tree to irreparable damage in the future, shall be removed. If it is determined that the material cannot be removed without further damage to the growing tissue of the tree, it shall not be removed, but necessary actions shall be taken to reduce the impact of this material to the tree by cutting out as much of the exposed surface of it as possible.

Vines that are entwined on the trunk or throughout the limb structure shall be removed with caution, avoiding injury to tree.

33. Tree Maintenance Definitions - Pruning

a) Full Pruning - The objective is to improve tree structure, reduce wind sail effect, allow for improved light penetration, provide proper clearances, and to remove dead or other undesirable limbs. Selective pruning shall be implemented; any or all pruning techniques shall

be applied depending on the requirements of each tree. These include, structural pruning, crown cleaning, crown thinning, crown reduction, crown raise and crown restoration.

b) Crown Raise - In areas where raises are specified, no other type of pruning shall be done. A crown raise is removal of lower branches only, to provide proper height clearance. Fourteen and one-half (14.5) feet clearance is required over streets, where applicable. Nine (9) feet clearance is required over parkways and sidewalks. Eleven (11) feet clearance is required over equestrian trails. To avoid destroying the natural structure of small trees, they shall not be raised to the afore-mentioned Specifications. Instead, such trees shall be pruned to reduce the length of the obstructing limbs.

c) Crown Cleaning - In areas where cleaning is specified, no other type of pruning shall be done. Crown cleaning is the removal of dead, dying, diseased, broken and weakly attached branches. Crown cleaning shall also include crown raise, when needed to provide proper clearance.

d) Crown Reduction - In areas where height issues are specified, no other type of pruning shall be done. Crown reduction is used to reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut to be made.

e) Palm Pruning - Palm fronds are to be removed so that a 90-degree angle is achieved. The angle shall be measured from the horizontal axis of the growing point base. All dead fronds, flower stalks and fruit stalks shall be removed and cut as close to their base as possible without damaging adjacent fronds or trunk tissue. Loose petioles from previous pruning operations shall be removed carefully. When pruning palms in the Phoenix genus it is imperative to sterilize all pruning equipment avoid possible tree-to-tree transmission of the disease *Fusarium oxysporum*.

34. Tree Maintenance Definitions - Tree Removals

a) All tree removal operations shall be in strict accordance with the methods prescribed by the International Society of Arboriculture.

b) Trees designated for removal by the Public Services Director will be marked with a DOT, using white paint, on the trunk, just above the root collar of the tree. If for any reason there is doubt regarding the trees(s) to be removed, the Public Services Director will be contacted before work commences.

c) Felling is permitted providing it can be safely achieved without endangering surrounding property and will not interfere with vehicular traffic. A tag line(s) shall be used to direct fall always. All bystanders shall be kept at a safe distance from the work site.

d) Trees too large to fell shall be removed in sections. Each section shall be cut into a size that can be handled easily and safely by one tree worker. If section is too heavy for one worker, it shall be rigged and lowered to the ground. The means of lowering shall be acceptable to the Public Works Services Director.

35. Tree Maintenance Definitions - Stump Grinding

a) Stump grinding shall be incorporated with the removal of the tree and performed on the same day. The underground service alert regional notification center (Dig Alert) must be called prior to the start of the removal list, to allow enough time for each site to be marked before work begins.

b) It shall be the responsibility of the Contractor to remove the USA markings within five (5) working days after the stump has been ground.

c) The depth of stump grind shall be no less than eighteen (18) inches below lowest surface grade. The grind shall comprise the entire stump below soil surface and any uplifted portion of the soil caused by the root flare. Exposed roots, whether in the public right of way or private property, shall be traced and ground or chopped out to a depth of no less than eight (8) inches below the lowest surface grade. If irrigation is damaged it shall be repaired immediately. The site shall be backfilled with a mix of 60% soil and 40% of the remaining wood chips; then firmly tamped down to allow for as little settling as possible. All excess wood chips and soil shall be hauled away. When complete, the work site shall be level and at the original soil grade of the surrounding area.

d) Control of stump re-growth shall be accomplished through the use of herbicides as deemed necessary by plant growth characteristics, under certain environmental and cultural condition, and/or City direction. Specific herbicides and methods of application are subject to approval by the City prior to use. Typically, a systemic herbicide such as Glyphosate is the herbicide of choice for stump re-growth control and applied as per manufacturer's recommendations. All pesticide applications must be preceded and accompanied by a written recommendation by a State Licensed Agricultural Pest Control Advisor (PCA). All personnel applying pesticides must possess a valid agricultural qualified applicator's license Q.A.L. holder. The full cost of the stump regrowth control process as outlined above will be borne by the contractor as part of the tree removal unit price.

36. Tree Maintenance Definitions - Tree Planting and Staking

- a) Trees purchased by the Contractor shall comply with the specifications set forth in the Standards for Purchasing Container-Grown Landscape Trees
- b) All trees shall be planted according to the Standards prescribed by the International Society of Arboriculture. The City standard drawing for tree planting shall be followed.
- c) The Contractor shall follow the requirements of UNDERGROUND ALERT before the excavation of any tree-planting site.
- d) Prior to planting, the natural root flare must be identified. Any soil that may be covering the root flare must be removed. The planting hole shall be dug to a size of two times the width of the root ball, leaving the bottom firm, to prevent the tree from settling. The container shall be removed carefully to prevent root or stem damage; the tree shall not be pulled by the stem. If the container does not come off easily, it shall be cut on one or more sides, from top to bottom, to allow its removal. Circling roots shall be separated and spread outward. Densely matted roots that cannot be teased apart shall be cut cleanly in two places.
- e) The tree shall be lifted by the root ball only and carefully placed in the planting hole. The root ball shall be oriented so that the tree stands vertical, with the top of the root ball approximately one to two inches higher than the soil grade. Backfill shall be native soil only with no rocks greater than three inches diameter. Soil shall not be placed on top of the root ball. Displace air pockets in the backfill by moderately tamping with shovel handle and watering in. Check for settling and add backfill if necessary. To avoid compaction of the soil, do not tamp the backfill with excessive pressure or use broad, heavy objects.
- f) Any tree that can stand upright without support and would be able to withstand prevailing winds along with yearly Santa Ana wind occurrences shall not be staked.
- g) If upon determining a tree cannot support itself, two stakes of good quality treated lodge pole pine not exceeding eight feet in length and no more than two and one-half inches in diameter, shall be used. The stakes shall be placed in a northwest / southeast configuration to give maximum support during heavy wind conditions and placed outside the root ball, avoiding any damage to roots. Stakes shall be pounded down until sufficiently stable. The top of the stakes interfering with branch structure shall be cut off below the lowest branch where the tree's growth habit permits.
- h) Trees shall be tied to stakes using rubber cinch ties, thirty-two inches in length, attached by a method of a figure eight loop between the tree trunk and each stake. Ties shall be

attached to stakes with galvanized nails driven into the stakes. A minimum of two ties shall be used, placed high enough on the trunk to support the crown. Additional ties shall be placed lower on the trunk if needed to straighten. Ties shall be taught enough to prevent trunk from rubbing against the stakes, but with a modest amount of slack to allow movement of the tree. Ties shall not be placed in branch crotches.

i) A plastic guard shall be placed loosely around the base of the trunk.

j) A watering basin shall be placed around the outer edge of the root ball in areas where run-off will occur. The basin shall be in the form of a tightly compacted soil berm, three inches in height. A watering basin is not required on turf or dense groundcover.

k) Staking Only - The Contractor shall stake any tree that is unable to stand upright on its own, whether the existing stakes have become loosened, damaged, incorrectly installed, or where the stakes are absent. This work shall be performed in any area where the contractor is pruning or where otherwise directed by the Public Works Services Director. All the standards shall be followed.

l) Stake Removal - The Contractor shall remove stakes from trees that have achieved enough stability and grown to at least three (3) inches diameter at breast height (DBH). The stakes should be pulled completely out of the ground when possible; otherwise, the stakes shall be cut down below grade and backfilled with soil. All undamaged tree stakes that are suitable for re-use shall be returned to the City. The Contractor shall dispose of all damaged tree stakes. Stake removal shall be performed in any area where the contractor is pruning, and there shall be no extra charge incurred.

m) Removal of Brush and Debris - The Contractor shall be responsible for the removal and disposal of all debris, i.e. wood, branches, brush, chippings, and any other material resulting from tree maintenance operations. Contractor must comply with all state, county and local laws and ordinances applicable to and governing such disposal. Disposal of all Eucalyptus wood infested with the larvae of the Eucalyptus Long Horned Borer shall follow the State of California Public Resources Code, Article 5, Section 4714.5.

n) Tree Watering - Watering is to be performed by a one-man crew with a water truck. Contractor shall include the pricing to water newly planted trees for the 6 weeks after initial planting. Watering will occur along various routes including landscape medians, parkways, parks, and City facilities.

o) Tree Warranty - Contractor will warranty all trees planted by contractor for up to 6 months. If the tree should die or decline dramatically the contractor will replace the tree with the original size installed.

37. ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

APPENDIX I

DRAFT CITYWIDE TREE MAINTENANCE SERVICES AGREEMENT

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

TREE MAINTENANCE SERVICES AGREEMENT

Insert: Name of Corporate Entity, Inc.
(Citywide Tree Maintenance Services)

THIS CITYWIDE TREE MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 14th day of July 2021, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and _____, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

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

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor promises and agrees to provide, furnish, and perform

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

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

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

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

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

1.11 *Intentionally omitted.*

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees/Hourly Rates/Unit Prices set forth in Contractor's Proposal/Scope of Work, but not exceeding the total annual maximum contract amount of _____ (\$ _____ .00) (hereinafter referred to as the "Annual Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable according to the fees and at the rates, charges and unit prices set forth in Exhibit "A" attached hereto. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Contractor's Proposal/Scope of Work (Exhibit "A"), in any month in which Contractor wishes to receive payment, no later than the 10th working day of such month, Contractor shall submit to the

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

City, in a form approved by the **City's Finance Director**, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the Work or Services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or as soon thereafter as is reasonably practical.

2.3 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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 14, 2021 and ending on June 30, 2026 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option").

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

3.5 Task Orders. Contractor hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project Task Order by the City. Furthermore, Contractor hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a Task Order will be issued to Contractor. Moreover, execution of this Agreement by the City shall not entitle Contractor to any form of payment or compensation from the City without City first having issued a project Task Order.

4. COORDINATION OF WORK

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

4.2 Contract Officer. The Contract Officer shall be such person as may be designated

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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,

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

SIGNATURE REQUIREMENTS --

For Contractors that are a corporation, two (2) Corporate Officers must sign and staff may request that a copy of their corporate resolution confirming the names and titles of their authorized signatories be provided to the City in advance for review and approval, and the signature requirements are as follows:

1) One signature by the Chairman of the Board, the President, or the Vice President,

-And-

2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

For Contractors that are not a corporation, signature requirements are as follows: the person who has authority to bind the business entity must sign.

[SIGNATURES ON NEXT PAGE]

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

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

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF WORK

DATED: JUNE __, 2021

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

EXHIBIT “B”

CITY OF LAGUNA HILLS
NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
CITYWIDE TREE MAINTENANCE SERVICES

DATED: MAY 24, 2021

Attachment: Proposed Tree Maintenance Services Agreement with West Coast Arborists, Inc. (2507 : Award of Citywide Tree Maintenance



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Award of Professional Services Agreements for On-Call Civil Engineering, Building and Safety, Civil Plan Check, and Building Services

RECOMMENDATION: That the City Council award the Professional Services Agreements for On-Call Civil Engineering, Building and Safety, Civil Plan Check, and Building Services to Charles Abbott Associates, Inc., and HR Green Pacific, Inc., and authorize the Mayor to execute the Agreements.

SUMMARY:

Consistent with the City's approach to providing contract services to the community, Staff issued a Request for Proposals (RFP) for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, and Building Services (hereinafter "Building Services"). The Community Development Director oversees consultant contracts for Building Services, which are primarily focused on providing building inspection and plan check services to the community. The City provides these services on an on-call, as-needed basis.

Given their qualifications and proposal to provide services, Staff determined that Charles Abbott Associates, Inc. (CAA) was the best qualified proposer with the lowest cost basis for Building Services. Staff recommends that the City enter into a professional services agreement with CAA for Building Services (Attachment 1). CAA would be the primary consultant, providing any needed day-to-day consultant inspection and plan check services. The recommended annual maximum contract amount for CAA is \$750,000. CAA is only allowed to invoice the City for services rendered based on

Award of Contracts for On-Call Professional Engineering & Building Services

July 13, 2021

Page 2

building plan check and permit fees collected by the City.

In addition, Staff recommends that the City enter into a professional services agreement for Building Services (Attachment 2) with HR Green Pacific, Inc. (HR Green), which is equally qualified to provide Building Services. HR Green was determined to be the second qualified lowest proposer, and retaining HR Green as a secondary consultant provider for Building Services would be beneficial in the event that CAA is unable to meet all demand for Building Services due to workload volume. While not a likely scenario, HR Green has agreed to be retained by the City as a secondary, on-call consultant provider of Building Services on an as-needed basis. The recommended annual maximum contract amount for HR Green as a secondary consultant provider is \$250,000. HR Green would only invoice the City for building plan check and inspection services if such services are requested on a separate task order basis.

AUTHORITY:

Pursuant to Laguna Hills Municipal Code Section 3-08.150 (Professional services contracts), the informal and formal bidding procedures contained in the Procurement Code do not apply to contracts for professional services. Rather, to secure professional services, the City utilizes a formal competitive request for proposals procedure, the method and details of which are promulgated by the City Manager. The City Manager may award any contract for professional services when the total not to exceed contract amount of such services is fifty thousand dollars (\$50,000.00) or less. Any contract for professional services having a total contract amount of greater than fifty thousand dollars (\$50,000.00) shall be awarded by the City Council.

Selection by the City for professional services in areas including but not limited to private architectural, landscape architectural, civil engineering, environmental, land surveying, construction project management, management and administration, financial, accounting, auditing, actuarial, economics, and/or development and planning, which involve the exercise of discretion and independent judgment together with an advanced or specialized knowledge, expertise, training, or unique skills gained by formal studies or experience, shall be awarded on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and shall not be awarded solely on the basis of cost.

BACKGROUND:

After issuing the RFP for Building Services, five civil engineering firms responded. Two

Award of Contracts for On-Call Professional Engineering & Building Services

July 13, 2021

Page 3

proposals stood out above the others as being the best qualified vendors, and upon reviewing the cost proposals submitted, Staff is recommending that the City Council approve Professional Services Agreements for on-call Building Services with CAA and HR Green. CAA would be the City's primary day-to-day building plan check and inspection consultant provider, while HR Green would be retained by the City as a secondary, on-call provider, whose services would only be required on an as-needed basis in the event CAA was unable to perform all of the requested services.

The City's RFP instructions directed qualified civil engineering firms to submit proposals using both an "hourly rate" approach and a "fee sharing" approach, where consultants would share permit and plan check fees with the City to recover costs for providing Building Services. Following a review of the proposed fee structures, Staff determined that a fee sharing approach would be more cost beneficial to the City and community, versus an hourly rate approach, since the fee approach requires the consultant to meet customer demand for services, regardless of the cost to the consultant, with no cost to the City other than the predetermined plan check and permit fee costs.

Using a five-year average of plan check and permit fees generated by the City's building activity, annual fees collected averaged approximately \$741,000 per year. Based on the proposals submitted by CAA and HR Green, CAA's projected cost for providing services was just over \$356,000 while HR Green's was projected to reach approximately \$390,000. Staff notes responding consultants identified the hourly rate approach as "OPTION 1" in their responses to the City's RFP, and the fee sharing approach was identified as "OPTION 2".

Using the fee approach versus an hourly rate approach would also allow the City to provide inspections Monday through Friday. Due to budget cuts that occurred in 2020, the City cut Friday building inspections to reduce inspections to 32 hours per week, from 40 hours. The elimination of Friday inspections allowed the City to reduce hourly rate charges for Building Services. However, with the fee sharing approach, the City is able to restore inspections Monday through Friday. Staff notes it projected other responding firms would cost between \$400,000 to \$490,000 to provide the same Building Services using the fee sharing approach.

CAA is a Building Services provider which services many communities in Orange County including the local communities of Mission Viejo, Aliso Viejo, Laguna Niguel, and Rancho Santa Margarita. CAA has been in these communities in most cases since the mid-2000s. CAA has been Mission Viejo's contract building services provider since 1995. CAA was

Award of Contracts for On-Call Professional Engineering & Building Services

July 13, 2021

Page 4

also Laguna Hills provider from 2011 through 2015. HR Green has been the City's building services provider since 2015. Both firms have very favorable reputations with Staff, residents, and the local contracting community.

FISCAL IMPACT:

The City maintains two full-time positions (Permit Technician and Permit Technician Assistant) that are responsible for providing technical and clerical support for the City's plan check and inspection processes. Department administrative staff also support the Building Division function in addition to the Community Development Director. The award of contract for Building Services is projected to annually cost just over \$356,000. However, this cost is fully offset by building plan check and permit fees collected by the City, which, over the past five (5) years, has averaged just over \$741,000 per year. In addition to the cost of providing Building Services, the City's building plan check and permit fees offset the cost of all other City Staff, and overhead costs, required to run Building Division.

ATTACHMENTS:

- Attachment 1 - Charles Abbott Associates Professional Services Agreement
- Attachment 2 - HR Green Pacific Professional Services Agreement

Attachment 1

Charles Abbott Associates Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

Charles Abbott Associates, Inc.

*On-Call Professional Civil Engineering, Building & Safety,
Civil Plan Check, Building Code Compliance, and
Building Inspection Consulting Services*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 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 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 the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified civil engineering firm that specializes in providing civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services to municipalities and to other public agencies on an on-call basis, including but not limited to providing as-needed building code compliance and administration, residential and commercial building inspections, building plan review, and building official consulting services (the "Project").

B. In response to City's Request for Proposals, dated May 24, 2021, Consultant has submitted to City a proposal, dated June 7, 2021, to provide on-call, as-needed professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official 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 expertise to provide these professional services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, specialized equipment, and technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional 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 to City and perform the professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting services for the Project as set forth in the Proposal/Scope of Work, dated June 7, 2021, 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; and, (2) the Consultant's signed, original Proposal/Scope of Work dated June 7, 2021 ("Consultant's Proposal") and submitted to City, which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibits "A" and is hereby incorporated by reference and made a part of this Agreement. All provisions of this Agreement and the Consultant's Proposal 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; and, (2nd) 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 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 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, in accordance with the Option 2 "Percentage of Fees Collected" compensation methodology as 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 annual maximum contract amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (hereinafter referred to as the "Annual Maximum Contract Amount"). The method of compensation shall be the Option 2 "Percentage of Fees Collected" compensation methodology 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 (10th) 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 two years of the term of this Agreement (i.e., from August 1, 2021 through July 31, 2023). 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 commence upon the effective date of this Agreement and shall continue in full force and effect for a period of three (3) years, commencing on August 1, 2021 and ending on July 31, 2024 (“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 two (2) additional one-year terms (“Renewal Option”).

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: 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 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 the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

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
Facsimile: (949) 707-2633

To Consultant: Charles Abbott Associates, Inc.
Attention: Rusty R. Reed, P.E., President
27201 Puerta Real, Suite 200
Mission Viejo, California 92691
Telephone: (949) 367-2850

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 remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 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

 ERICA PEZOLD,
 Mayor

ATTEST:

(SEAL)

 MELISSA AU-YEUNG,
 Deputy City Manager/City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

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

By: 
 RUSTY R. REED, P.E., President

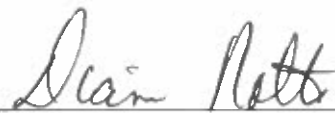
By: 
 DIANN NOLTE,
 Assistant Corporate Secretary

EXHIBIT "A"**CONSULTANT'S PROPOSAL/ SCOPE OF WORK****DATED: JUNE 7, 2021**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**

Charles Abbott Associates, Inc.



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

Proposal for **On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Services**

City of Laguna Hills

COPY

David Chantarangsu, Community Development Director
 24035 El Toro Road
 Laguna Hills, CA 92653

By:
 Charles Abbott Associates, Inc.

Submission Due Date: June 7, 2021

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

www.caa.inc

Attachment: Attachment 1 - Charles Abbott Associates Professional Services Agreement (2517 : Award of Contracts for On-Call Professional

TABLE OF CONTENTS

A. Cover Letter	3
B. Company Data	5
C. Resumes and Qualifications of Personnel	6
Management Contact	6
Project Manager	6
Resumes of Primary Staff.....	6
D. Organizational Chart.....	14
E. References	15
F. Project Understanding, Overview & Approach.....	17
Scope of Services.....	17
Approach	23
Resources.....	23
Project Controls	24
Quality Control/Quality Assurance.....	24
G. Schedule	25
H. Communication Plan	26
I. Compensation/Payment Schedule.....	27
J. Certificate of Insurance.....	28
K. Certification of Proposal	29

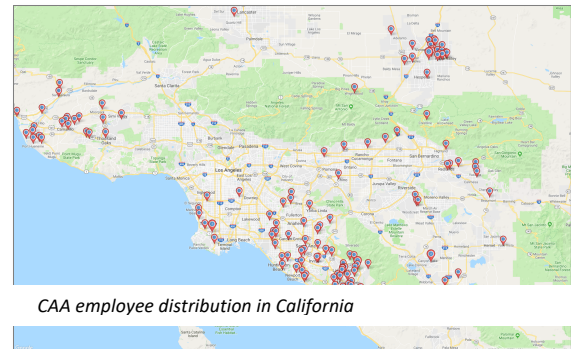
A. COVER LETTER

Charles Abbott Associates, Inc. (CAA) greatly appreciates the opportunity to offer our professional **Building Services** to the City of Laguna Hills (City). Having assisted the City with Street Maintenance Services since 2014, we look forward to the possibility of expanding our existing relationship to include comprehensive Building Services to support the City's Building Division.

As you know, **CAA** is a professional services consulting firm specializing in providing Building & Safety, Fire Prevention, Engineering and Environmental Services to cities and counties. For over 36 years, **CAA** 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.

CAA will provide the City with a team of **highly qualified, licensed, and certified individuals** to fulfill your Building and Safety Service needs. Paul Melby, CBO, the Project Manager selected for the City, has well over 25 years of municipal experience with multiple certifications, including highly specialized FEMA training. Along with Mr. Melby, our selected team brings many years of related project experience together with a deep **understanding of Orange County development requirements**, including various geographical, topological, and tract development requirements. Our business model of providing unrivaled customer service and highly qualified staff makes CAA the perfect candidate to provide the requested services to the City.

We currently serve numerous neighboring jurisdictions, and our corporate headquarter for the past 15 years has been located in close proximity to the City in Mission Viejo, CA. **43.16% of our California employees reside locally within Orange County**, giving us the unique ability to provide additional staff without delay if workload increases or emergencies arise.



CAA's Plan Review Office is also located at our main office in Mission Viejo, where we have experienced plan reviewers available to meet any overflow work in addition to our plan review staff located at the City. For those instances, we provide daily pick-up and delivery or complimentary over-night mail service of plans in addition to web based digital review throughout the life of the contract.

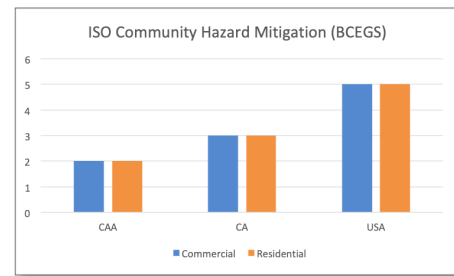
Our staff is technically qualified, trained, properly licensed and certified to provide all services to meet your needs, including public or private project plan review, structural plan review, building code compliance review, and building inspections. Most of our plans examiners are **cross-trained** and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. All work will be performed under the direction of a **licensed Building Official** who will conduct inspections and review plans for compliance with all applicable codes, regulations, guidelines, and permits as required. We have experience in a full range of different types and sizes of developments, ranging from single family dwellings to rural properties to master planned communities, mixed use developments, planned unit developments and industrial/commercial business parks.

CAA regards continuous training as one of the most important development tools available to both our staff and our clients. We are devoted to keeping our certified and licensed staff up-to-

date on the latest practices, techniques and skills in their areas of specialization. Our approach to training is ongoing and not just occasional, assuring clients of work that is in full compliance to current standards. In addition, because our people are well trained, they face no learning curve and are able to get to work immediately. This is why staff regularly attends, teaches, or sponsors training seminars to ensure we are versed on the most relevant issues in our industry. For example, the California Health and Safety Code Section 18949.29 requires 45 hours of continuing education every three years, 8 of which must be in subjects relating to accessibility requirements. Because of **CAA's** dedication to training and our commitment to complying with State Law, we sought out the International Code Council's (ICC) Preferred Provider Program to establish ourselves as a leader in building code training. Consequently, **CAA** was not only recognized as a ICC **Preferred Provider**, but was also the first entity in California and only the 14th in the Country to receive such recognition.



CAA's Certified Building Officials have also assisted jurisdictions in achieving high **Insured Services Office (ISO)** ratings. The ISO assesses each community on a scale of 1 to 10 with regards to the administration and enforcement of the building codes and mitigation of losses from natural hazards. **CAA** received a statewide company rating of "2" by the ISO for all of our California Cities in 2014, with "1" being the highest rating available. This high ISO rating illustrates **CAA's** commitment to mitigating losses and enforcing codes for all of our clients, which ultimately improves safety in every one of our communities.



Furthermore, as the nation battles COVID-19, many cities have had to limit access to City Hall by visitors and non-essential staff. **CAA** has taken vital steps to adapt quickly to these new circumstances and ensure that important municipal services such as the processing of permits, reviewing of plans, and inspections continues to function despite limited access to City Hall buildings and staff. Some of the changes to the typical permitting process are made possible through the use of our permitting software, CityTech Solutions (CTS), which allows for electronic filing of permits as well as online fee payments, online permit issuance, and online inspection scheduling. Other options include electronic plan check which allows for the review and approval of all plans remotely.

CAA works individually with each of our contract cities to ensure that our high level of customer service is maintained throughout the permitting and construction process. We are currently providing these services to cities completely closed to the public and staff; closed to the public but open to staff; and open to the public and staff. In each case, we consult with City and provide options for building services that protect the citizens, City staff and **CAA** employees, while still meeting the service expectations of our clients.

We pledge the full resources and backing of our firm to assure that the City has the most efficient and cost-effective Building Service strategy available. Should the City have any questions or require additional information, please contact Greg Robinson or myself. Thank you in advance for your consideration.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.
Rusty R. Reed, PE, President

B. COMPANY DATA

Official Name and Address: Charles Abbott Associates, Inc.
 27201 Puerta Real, #200
 Mission Viejo, CA 92691
www.caa.inc
 (949) 367-2850

Primary Point of Contact: Greg Robinson, CBO
 27201 Puerta Real, #200
 Mission Viejo, CA 92691
 Tel: (805) 431-9006
gregrobinson@caa.inc

Entity Type: Corporation

Federal Employer ID: 33-0053899

Firm Locations: Corporation

Ownership: CAA is not owned in part or full by another business organization or individual.

Years in Business: 37

Years of Experience: 37

Number of Employees: 210

California Employees: 139, 60 of those located in Orange County

Failures to Complete: None

Termination "For Cause": None

Interest of 10% or More: Susan Abbott, Rusty R. Reed

Comparable Contracts: A list of comparable contracts is provided in the reference section of this proposal.

Financial Interests: CAA has no financial interests in any other lines of business.

Litigation:

The following is a list of cases filed and settled within the last 5 years. There are no filed, pending or threatened claims of litigations that would impede our ability to provide our services to the City.

Ostrow vs. Hidden Hills (City tendered the case to us for defense on 3/17/17) and the case is still pending. Homeowner is suing over a faulty foundation on their remodel.

Top Rank Builders vs. County of Nye, Pahrump, NV settled out of court September 2018

Miller vs. City of Twentynine Palms, CA, case still pending. CAA didn't perform any of the work on the crosswalk that is the basis for the lawsuit, which is most likely going to be dismissed.

Victor Ambrosio and Linda Martinez vs. City of Hawaiian Gardens, CA, et. al.
 Case Reported: 12/2/2013
 Case Dismissed: 2/9/2016

Wilson vs. City of Laguna Niguel, CA, et. al.
 Case Reported: 2/14/2015
 Case against Charles Abbott Associates was dismissed on 1/7/2016

C. RESUMES AND QUALIFICATIONS OF PERSONNEL

CAA is a family owned, privately held company. Since our incorporation in Southern California in 1984, CAA has grown to a full-time staff of over 200 total full-time employees while maintaining a record of very low staff turnover, which has proven highly beneficial to our clients. CAA employs a fully credentialed, cross-trained staff that effectively meets our engineering and building and safety commitments to our clients. Each one of our team members has worked on similar projects and served the public sector for many years. CAA's proposed staff has many years of experience analyzing and reviewing plans and related submittal documents for compliance with state and local codes and amendments.

CAA's approach to providing excellence in customer service sets us apart from other companies by providing a City Hall based staff as dictated by workload. We will provide an ICC Certified Building Official, Plans Examiners, and Inspectors to meet the City's needs. CAA has the experience, knowledge, and ability to manage such tasks, assignments, and responsibilities while reducing the City's financial and staffing burdens. And because we are local, CAA has the ability to add certified and qualified staff to effectively meet any increase in workload.

Management Contact

Rusty Reed, President, is the representative authorized to sign agreements for CAA. He can be reached at rustyreed@caa.inc or by phone at (949) 279-4124. Greg Robinson, CBO, serves as the direct management contact for the City of Laguna Hills and can be reached at gregrobinson@caa.inc or (805) 431-9006.

Project Manager

Paul Melby, CBO, will serve as the Project Manager and ensure that our policies, procedures, and manpower will provide the level of service the City desires. He will supervise the project and maintain continuous communication with the City to ensure that the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours. Any shortcomings from the City's perspective will be dealt with promptly. He can be reached at paulmelby@caa.inc or by phone at (949) 293-6661.

Resumes of Primary Staff

CAA employs highly qualified 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 that can work as team members with City staff and augment their efforts and reach. All employees work directly for the firm and are not independent contractors.

Please find resumes for our primary staff and the core positions assigned to the City of Laguna Hills on the following pages.

Greg Robinson, CBO

Regional Director

Years of Experience

36+

Education

B.A., Economics, University of California, Los Angeles

License

General Building Contractor, California

Professional Memberships

ICC, CALBO

ICC Certifications

Certified Building Official
Building Code Specialist
CA Commercial Building Inspector
CA Commercial Plumbing Inspector
Mechanical Inspector UMC
Plumbing Inspector
CA Residential Plumbing Inspector
CA Residential Building Inspector
Building Inspector
Plumbing Inspector UPC

KEY QUALIFICATIONS

- Certified Building Inspector
- Certified Building Official
- Certified Plans Examiner
- Local Government Background
- Extensive Building and Safety Experience
- Multiple Certifications

Building Code Official
Residential Combination Inspector
CA Building Plans Examiner
CA Commercial Mechanical Inspector
CA Residential Mechanical Inspector
Combination Dwelling Inspector - Uniform Codes
Mechanical Inspector
Building Plans Examiner

Mr Robinson has over 30 years of Building & Safety and construction experience. Presently, he is the Building Official responsible for supervising all Building & Safety services for our firm. He also has supervisory responsibilities for code enforcement in the City of Hidden Hills. His responsibilities include conducting construction inspections, plan reviews, permit issuance and updating codes, services, fees, and operations for local clients. Mr. Robinson shares CAA's corporate responsibility for quality control and plays an active role in interviewing, hiring, training, and development of staff.

Recent Project Experience

Served as the Building Official for the City of Rancho Santa Margarita
Chief Building Official for the Cities of Hidden Hills and Camarillo
Served as the Building Official for the City of Moorpark
Developed CAA's guidelines for Insurance Services Office (ISO) compliance

Paul Melby, CBO

Certified Building Official

Years of Experience

25+

Education

A.S. Construction Inspection,
Mt. San Antonio College
A.A. Architectural Drafting,
Saddleback College
A.A. Business Management, Saddleback College

License

General Contractor B License

Professional Memberships

ICC, CALBO

ICC Certifications

Certified Building Official
Building Code Official
Building Code Specialist
Building Plans Examiner
Combination Inspector – Legacy
Combination Inspector
Green Building – Residential Examiner
Electrical Inspector

KEY QUALIFICATIONS

- Licensed and Certified
- Municipal Experience
- Construction Experience

Building Inspector
Mechanical Inspector
Plumbing Inspector
Plumbing Inspector UPS
Mechanical Inspector UMC
Commercial Combination Inspector

Others

ICC Instructor
College Instructor for Building Codes
General Contractor
OES/CALEMA Disaster Service Worker (SAP82055)
FEMA IS-00700.a, IS-00100.b
EOC Operations and Planning for All Hazards

Mr. Melby serves as the Building Official for the City of Mission Viejo. Mr. Melby has served as Building Official for the cities of Rancho Santa Margarita, San Juan Capistrano, La Palma and Los Alamitos. He is responsible for the plan review of construction projects as well as the construction inspections in the City of Mission Viejo. In addition Mr. Melby augments Mission Viejo City staff by providing support for Planning, Code Enforcement, Public Works and Water Quality. Mr. Melby prepares reports for City staff and coordinates with other agencies ensuring that projects are not permitted or finalized until the required approvals are obtained. Mr. Melby prides himself on being able to administer the code in a friendly, courteous manner. Coming from a construction background, he understands issues involving the mechanics and constructability of systems intended for compliance. Serving on the ICC Orange County Directors Board for five years Mr. Melby understands the Building Official role in cities and to the public. Mr. Melby also is an instructor at Rancho Santiago College teaching Building code Classes for the Advanced Code Enforcement program.

Recent Project Experience

- Building Official for the City of Mission Viejo
- Building Official for the City of Rancho Santa Margarita

- Building Official for the City of Los Alamitos
- Building Official for the City of La Palma
- Interim Building Official for the City of San Juan Capistrano
- Plan Check Manager at Willdan Engineering: Supervised plan check engineers, soils engineers and provided plan check services for the County of Orange, and Cities of Santa Ana, Garden Grove, Tustin, Lake Forest and Laguna Hills
- Building and Safety/Code Enforcement Manager at the City of San Juan Capistrano: Responsible for Building and Grading and Code Enforcement. Supervised Inspectors and Code Enforcement Officers

Professional Affiliations

ICC Instructor

Orange County Building Code Adoption Committee

January 2017 ICC Orange Empire President

January 2013 - Present: California Building Officials State Licensing Committee

January 2011 - December 2013: ICC Orange Empire Education Chairman

October 2013 - ICC /CALBO Exam Development Committee

August 2015 – OCFA Task Force “Drowning Prevention”

Faisal Jurdi, PE, CASp, ADA Specialist

ADA Specialist

Years of Experience

34+

Education

M.S. Civil Engineer, CSU Northridge

Professional Memberships

ICC

KEY QUALIFICATIONS

- Municipal Background
- CASp & ADA Specialist
- 30 years of building code plan review

With over 34 years of experience as Deputy Building Official for the City of Newport Beach, Mr. Jurdi was responsible for reviewing drawings and calculations for complex projects for compliance with state and local requirements, including: structural, life safety, energy, Cal Green, disabled access, geotechnical, precise grading and water quality. In addition, he managed the Plan Check and Permits division, which included preparing budgets, working on amendment and adoption of Building Codes as well as recruiting and training plan check and permit staff. Mr. Jurdi is a CASp who was responsible for the ADA Self Evaluation and Transition Plan for the City of Newport Beach. He has been with CAA serving the City of Mission Viejo since 2012.

Recent Project Experience

City of Mission Viejo, CA

Deputy Building Official for Newport Beach, CA

Steve Ahuna, PE, CBO

Registered Civil Engineer/Certified Plans Examiner

Years of Experience

33+

Education

M.S., Applied Economics, Santa Clara University, Santa Clara, CA

B.S., Architectural Engineering, California State University, San Luis Obispo

Professional Memberships

ICC, CALBO, SEAOSC, ASCE

Certifications

ICC Certified Building Official (1036330-CB)

ICC Certified Plans Examiner (1036330-B3)

ICC Certified Plans Examiner UBC (1036330-60)

OES/CALEMA DISASTER SERVICE WORKER
Post Disaster Assessment SAP

KEY QUALIFICATIONS

- Licensed and Certified
- Certified Building Official
- Building Plans Examiner
- PE License CA, CO, NV, FL and AZ
- Municipal Experience
- Structural and Architectural Review
- Extensive Plans Review Experience

Registration

Civil Engineer in California (C 34264), Colorado, Nevada, Florida, Arizona and Texas

Mr. Ahuna has over 30 years of experience in architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings. He will oversee the plan review staff in the review of plans and calculations for compliance with adopted codes and any adopted amendments.

Recent Project Experience

- 3-Story Senior Complex, Laguna Niguel, CA
- 20 Unit Townhouse Project, Huntington Beach, CA
- Several Industrial/Office Buildings, Huntington Beach, CA
- Preliminary Review of a 300 Unit Condo Project, Huntington Beach, CA
- Nevada Cancer Institute
- Fairfield Apartments
- City of Laguna Niguel Community Center, Laguna Niguel, CA
- Forbes Road Apartments 6 Story Parking Structure, Laguna Niguel, CA
- Retail Stores Building, Calimesa, CA

Robert Davidson, Lead Building Inspector

Certified Building Inspector

Years of Experience

22+

Education

General Education, Engineering, Cuyamaca College, El Cajon, CA

Professional Memberships

ICC

Certifications

ICC Certified California Residential Plumbing Inspector
 ICC Certified California Commercial Building Inspector
 ICC Certified California Residential Building Inspector
 ICC Certified California Commercial Electrical Inspector
 ICC Certified California Residential Mechanical Inspector
 ICC Certified California Commercial Plumbing Inspector
 ICC Certified California Commercial Mechanical Inspector
 ICC Certified California Residential Electrical Inspector
 ICC Certified California Building Plans Examiner

KEY QUALIFICATIONS

- Hands-On Construction Experience
- Multiple Certifications
- Plan Review Experience

ICC Certified Mechanical Inspector
 ICC Certified Building Inspector
 ICC Certified Electrical Inspector
 ICC Certified Plumbing Inspector
 ICC Certified California Commercial Combination Inspector
 ICC Certified California Residential Combination Inspector
 ICC Certified California Combination Inspector
 ICC Certified Combination Inspector
 ICC Certified Commercial Combination Inspector
 ICC Certified Legal Module
 ICC Certified Management Module
 ICC Certified Building Codes and Standards Module
 ICC Certified Building Official

Mr. Davidson is an experienced building inspector with considerable knowledge and expertise in the construction field. He has the ability to read and analyze drawings and specifications in order to determine compliance with Building Codes and local ordinances for construction projects. Mr. Davidson is able to work in coordination with architects, contractors, and property owners to provide an understanding of relevant building codes, legislation, regulations and methods.

Recent Project Experience

- Building Inspector at the City of Mission Viejo
- Combination Inspector at the City of San Diego, CA

Michael Hammers, Building Inspector

Certified Building Inspector

Years of Experience

4+

Professional Memberships

ICC, CALBO

Certifications

ICC Certified Residential Building Inspector

ICC Certified UBC Building Inspector

ICC Certified Commercial Inspector

Coastline Community College Certifications in Building Inspection Technologies, Code Professional, Permit Technician, Combination Residential Inspector and Green Building Technology

KEY QUALIFICATIONS

- General Construction Experience
- Customer Service Oriented
- Project Management Experience

Mr. Hammers currently serves as a Building Inspector for the City of Laguna Niguel. He conducts building inspections for compliance with building code and is experienced with all types of residential and commercial construction. He interacts well with contractors and homeowners and offers customer service based resolution skills. He has experience troubleshooting non-compliant building code issues, scheduling and routing priority inspections while maintaining a heavy workload, and is always available to answer code compliance questions for homeowners and contractors via email and phone.

Recent Project Experience

- Building Inspector at the City of Laguna Niguel

Ray Baltera, Senior Building Inspector

Senior Plan Reviewer/Building Inspector

Years of Experience

35+

Education

BS Marketing/Management, St. John's University, Jamaica, NY

Professional Memberships

ICC

Certifications

ICC Certified California Combination Inspector

ICC Certified Building Inspector

ICC Certified Plumbing Inspector UPC

KEY QUALIFICATIONS

- Municipal Background
- Multiple Certifications

ICC Certified California Residential Electrical Inspector

ICC Certified California Residential Mechanical Inspector

ICC Certified Mechanical Inspector

ICC Certified Electrical Inspector
 ICC Certified California Commercial
 Mechanical Inspector
 ICC Certified Combination Inspector
 ICC Certified Mechanical Inspector UMC
 ICC Certified Plumbing Inspector
 ICC Certified Combination Inspector -
 Legacy
 ICC Certified California Commercial
 Plumbing Inspector
 ICC Certified California Commercial
 Electrical Inspector

ICC Certified California Residential
 Plumbing Inspector
 ICC Certified California Commercial Building
 Inspector
 ICC Certified California Residential Building
 Inspector
 ICC Certified California Commercial
 Combination Inspector
 ICC Certified California Residential
 Combination Inspector
 ICC Certified Commercial Combination
 Inspector

Mr. Baltera has over 35 years of experience working for municipalities conducting plan reviews and building inspections.

D. ORGANIZATIONAL CHART

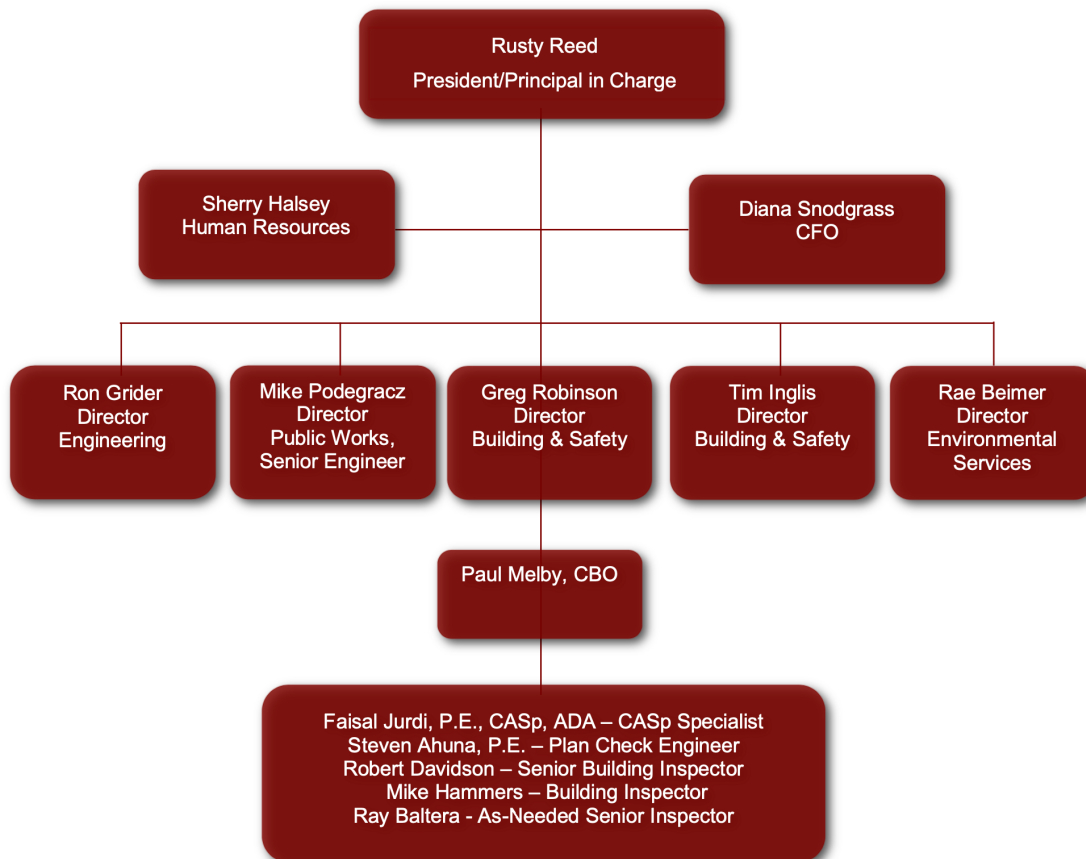
We pride ourselves on being a “team player” in each municipal service engagement. We train our staff to recognize that citizens of the community, City staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand. Our team members will also learn and keep up to date on City policies and procedures throughout the duration of our contract with the City.

In line with our corporate culture, any staff we assign to the City is expected to quickly become a productive part of the City’s team. We assure you that if we make an assignment and our staff member is not compatible (personality, personal behavior, etc.) with City staff we will, with your knowledge and approval, substitute another CAA staff member into our team who can assimilate seamlessly into the City’s team.

As part of our services, we assure the following to the City:

- Key personnel will be available to the extent proposed for the duration of the project, and no person designated “key” to the project will be removed or replaced without the prior written consent of the City.
- Should we wish to make any permanent staffing changes, we will discuss these changes with the City at least 30 days in advance; and
- If the City requests staffing changes, we will make them in a timely manner.

CAA will not be using any sub-consultants, sub-contractors, suppliers or manufacturers for any of the work outlined by the City.



E. REFERENCES

CAA exclusively serves public agencies and is extremely proud of the track record and length of time we have continuously provided high quality, responsive, cost effective, and customer-oriented services to our clients. The following contains a list of California projects for CAA 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 invite you to contact any of them to obtain their opinion of the services we provide for them.

REFERENCES	SERVICES	SINCE
City of Moorpark Troy Brown, City Manager (805) 517-6221 799 Moorpark Avenue, Moorpark, CA 93021	Building & Safety Environmental/NPDES	1988
City of Hidden Hills Kerry Kallman, City Manager (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety City Engineering	1990
Town of Apple Valley Lori Lamson, Assistant Town Manager (760) 240-7000 14955 Dale Evans Parkway, Apple Valley, CA 92307	Building & Safety Public Work Administration Town Engineering	1990
Town of Yucca Valley Shane Steuckle, Community Dev. Director (760) 369-7207 57090 Twentynine Palms Highway, Yucca Valley, CA 92284	Building & Safety	1992
City of Twentynine Palms Frank Luckino, City Manager (760) 367-6799 6136 Adobe Road, Twentynine Palms, CA 92277	Building & Safety City Engineering Traffic Engineering	1993
City of Yucaipa Ray Casey, City Manager (909) 797-2489 34272 Yucaipa Boulevard, Yucaipa, CA 92399	Building & Safety Engineering Support Fire Marshall Services	1993
City of Camarillo Joe Vacca, Community Development Director (805) 388-5307 601 Carmen Drive, Camarillo, CA 93010	Building & Safety Public Works Inspections Environmental/NPDES	1994
City of Mission Viejo Elaine Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Building & Safety Public Works Plan Check Public Works Inspection	1995
City of Aliso Viejo David Doyle, City Manager (949) 425-2500 12 Journey, Suite 100, Aliso Viejo, CA 92656	Building & Safety Engineering Support Code Enforcement Environmental	2002
City of Stanton Jarad Hildenbrand, City Manager (714) 890-4213 7800 Katella Avenue, Stanton, CA 90680	Building & Safety	2004

City of Laguna Niguel John Morgan, Planning Manager (949) 362-4313 30111 Crown Valley Parkway, Laguna Niguel, CA 92677	Building & Safety	2006
City of Rancho Santa Margarita Cheryl Kuta, Development Services Director (949) 635-1800, ext. 6707 22122 El Paseo, Rancho Santa Margarita, CA 92688	Building & Safety Environmental Public Works Code Enforcement	2007
City of Cypress Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Plan Check Building Inspection NPDES Inspection and Plan Review	2008
City of Los Alamitos Ron Noda, Community Services Director (562) 431-3538 3191 Katella Avenue, Los Alamitos, CA 90270	Building & Safety Environmental/NPDES	2010
City of La Palma Conal McNamara, City Manager (714) 690-3334 7822 Walker Street, La Palma, CA 90623	Building & Safety Environmental/NPDES	2012
City of Duarte Craig Hensley, Community Dev. Director (626) 386-6835 1600 Huntington Dr, Duarte, CA 91010	Building & Safety Inspection & Plan Check, Code Administration	2013
City of Calimesa Bonnie Johnson, City Manager (909) 795-9801 908 Park Avenue, Calimesa, CA 92320	Building & Safety Full Service Code Enforcement	2014
City of Ojai James Vega, City Manager (805) 646-5581 401 S. Ventura Street, Ojai, CA 93023	Building & Safety Code Enforcement	2016
City of Port Hueneme Tony Stewart Community Development Director (805) 986-6520 250 N Ventura Road, Port Hueneme, CA 93041	Building & Safety	2018

F. PROJECT UNDERSTANDING, OVERVIEW & APPROACH

CAA will perform all Building and Safety Services outlined by the City. Our professionals assigned to the City have many years of municipal experience to support the City's Building Services Division. CAA's expert staff successfully services over 40 cities in California, including the nearby cities of Mission Viejo, Aliso Viejo, Rancho Santa Margarita and Laguna Niguel. CAA will provide all personnel required to perform the work outlined below, and provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service.

Scope of Services

A. Building Staff Services

CAA will provide a dedicated Building Official to be responsible for the administration and enforcement of the City's various codes and ordinances related to building safety while ensuring that the health and safety of the public are maintained through adherence to the requirements established by law for the construction, alteration or use of new and existing buildings. Through cooperation with other departments, CAA is able to assist in protecting the economic interests of the community with the ultimate goal of ensuring the development of safe and sustainable buildings for subsequent generations. CAA will provide qualified staff who meets the City's minimum qualifications of 3+ years of relevant experience and is ICC certified to conduct inspections and plan reviews. The assigned staff will respond to the City's needs for expert code interpretations and other staff support, including:

- Function as the City's Building Official and manage all Building Services functions
- Enforce and interpret building codes and other regulations
- Provide back-up property inspections
- Respond to concerns from residents, businesses, developers, and other parties as required
- Prepare various documentation such as reports and inventories
- Conduct process reviews and make recommendations for process improvements, if applicable
- Be available to provide testimony for administrative and legal proceedings
- Conduct training and public outreach programs
- Assist in the preliminary review of project development applications for general feasibility of construction
- Coordinate with Planning, Code Enforcement, Public Works and other City staff regarding building, plumbing, mechanical, electrical codes, permitting requirements, permit/project/inspection status, and other related matters
- Coordinate with Planning, Code Enforcement, Public Works and other City staff on all requirements for permit issuance including compliance with conditions of approval
- Issue Certificates of Use and Occupancy
- Provide technical assistance in Code Enforcement matters as related to building code compliance
- Be available 24/7 for emergency on-call services as needed.
- Assist with other related duties as assigned

CAA will provide the inspection of structures under construction in the City for compliance with approved conditions all local ordinances, state and federal laws that pertain to Building and Safety and for compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, California Mechanical Code, California Green Building Standards Code, State Accessibility, Energy Standards, floodplain (FIRM/FEMA) standards and NPDES requirements.

Our highly qualified and certified inspectors are thoroughly trained on the codes in use and master the local amendments of each code. They maintain a close working relationship with planning, code enforcement and public works personnel. A CAA Building Inspector will provide building inspection services for both residential and non-residential projects during normal business hours and will be available at all times to conduct urgent building inspections, should they arise. Our staff will meet or exceed the City's minimum qualifications for all position(s). All CAA inspectors are ICC certified. Inspectors assigned to the City will:

- Coordinate all building inspection requests, and perform periodic construction inspections for compliance with adopted building codes, approved plans, and other standards as adopted by the City.
- Provide complete, clear, concise corrections for the permit holder; corrections will be provided in a legible list and presented in a professional manner. Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable).
- Ensure that all inspection turn-around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective. CAA will perform all inspections called in before 4pm no later than the end of the following business day.
- Observe all safety and security procedures, and report potentially unsafe conditions immediately CAA staff is trained to quickly identify and document any areas of non-compliance, and is able to suggest corrective actions or alternate means where applicable.
- Report code enforcement violations to the City immediately. CAA will submit a written record to the City as a result of any inspection within 24 hours after inspection period. CAA will issue stop-work notices for non-conforming building activities as required.
- Attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently, as well as provide inspection consultations to citizens, applicants and contractors.
- Conduct any necessary or required emergency inspections as directed by the City. Investigations will include field and office research, follow-ups and preparation of documentation.
- Provide additional services as needed and as requested by the City.

CAA will provide the inspection of commercial and residential structures for compliance with all local ordinances and State and Federal laws pertaining to Building Codes, and for compliance with the adopted Building Code, Plumbing Code, Electrical Code, Mechanical Code, Disabled Access requirements, Energy requirements, Erosion Control, NPDES, and/or Fire Code. Inspection types include, but are not limited to:

- Pre-Construction Inspections
- Underground Inspections
- Footing and Foundation Inspections
- Masonry Pre-Grout Inspections
- Wall Drainage Piping Inspections
- First Floor System Inspections
- Second Floor and Above Floor Systems Inspections
- Setbacks Inspections
- Demolition Inspections
- Post Tension Slab Inspections
- Concrete Slab and Under-Floor Inspections
- Floodplain Inspections
- Plumbing, Mechanical, Gas, and Electrical System Inspections
- Plumbing Inspections

- Onsite Wastewater Treatment System (OWTS) Inspections
- Framing and Masonry Inspections
- Roof System Inspections
- Fire-Resistance-Rated Construction Inspections
- Insulation Inspections
- Energy Efficiency Inspections
- Certified Access Specialist (CASP) Property Inspection
- Special Inspections
- Hazardous Materials, Tank and System Final Inspections
- Fire Alarm Final Inspections
- Fire Sprinkler Final Inspections
- Final Inspections

B. Certified Access Specialist (CASP) Services

CAA will provide plan review and building inspections for compliance with applicable state and federal construction-related accessibility standards. Our CASp certified staff are experts in the field of ADA and accessibility, and will verify design compliance with ADA Standards and compliance with Title 24 of the California Code of Regulations. We will provide a state certified CASp inspector to conduct CASp inspections as needed and identify any architectural barriers to accessibility to ensure compliance with the ADA and California standards.

C. Building Plan Check Services

CAA will provide the plan review of any and all types of construction including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings, as well as grading of all flat and hillside developments. We will review for compliance with all local ordinances and State and Federal laws pertaining to Building Codes, and for compliance with the adopted Building Code, Plumbing Code, Electrical Code, Mechanical Code, Disabled Access requirements, Energy requirements, Erosion Control, and/or Fire Code. Plans will be checked with applicable City conditions of approval to ensure that all permit requirements with City Departments have been incorporated.

Our team has extensive experience with soil reports, grading, subdivision maps, street, sewer, storm drain, traffic signal, street lightning, and retaining walls. We also have experience handling the same NPDES requirements that apply to the City for many of our current clients that also fall under the San Diego Regional Water Quality Control Board. We have proposed licensed personnel experienced in reviewing drawings and calculations for complex projects for compliance with state and local requirements, including: structural, life safety, energy, Cal Green, disabled access, geotechnical, precise grading and water quality. CAA professionals understand that due care must be exercised in the planning and design of foundation systems based on obtaining sufficient soils information, the use of accepted engineering procedures, related experience, and proper technical judgement. Hillside developments in particular should be well planned as they relate to the usability and accessibility of the site. They also should be analyzed in how they will impact those properties adjacent to it. Stormwater control and high fire severity zones are just a few of the environmental factors that CAA will take into consideration with each development.

Plan review includes, but is not limited to:

- ✓ single-family dwellings
- ✓ multiple-family dwelling units
- ✓ industrial buildings
- ✓ commercial buildings

Plans submitted to CAA for review are properly tracked and processed, thus facilitating the review of plans by other City departments when necessary. Our system ensures that each plan or permit is assigned, routed, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time. CAA will utilize the City's permitting software to track all building and safety services based on City-established plan submittal and review, permit issuance, inspection and record management processes.

A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items, among others:

- ✓ Administrative Requirements
- ✓ Building Planning Requirements
- ✓ Occupant Needs Requirements
- ✓ Architectural
- ✓ Structural System and Material Requirements
- ✓ Mechanical, Plumbing, and Electrical System Requirements
- ✓ Energy
- ✓ Accessibility
- ✓ LEED
- ✓ Green Building Code Review

Plan reviews, when not immediately approved, will result in two complete typewritten plan check letters with comments referring to specific details and drawings, and referencing applicable code sections. We will provide a clear, concise, and thorough comment letter from which clients, designers, contractors, and owners can work. Comment letters are delivered to our clients and other designated recipients via email, fax, and/or reliable overland carrier unless directed otherwise. CAA will transmit plan review comments and coordinate re-checks directly to the City or to the applicant if desired, and completed plan review documents ready for approval will be returned to the City for final approval.

All initial reviews will be returned within 10 business days for single family residential, small and large commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we average 6.6 days 85% of the time. CAA will provide expedited plan check for certain projects when requested.

Initial Plan Checks	10 days
Recheck	5 days
Plan Change	5 days
Single Family Dwelling	10 days
Multi Family Dwelling	10 days
Tenant Improvements	5 days
New Commercial under 10,000 SF	10 days
New Commercial over 10,000 SF	10 days
Revisions to Approved Plans	1-5 days
Residential Improvements (i.e. room additions, etc.)	5 days
Processing and Issuance of Permits for Minor Projects	3 days
Processing and Issuance of Permits for Solar / ESS	3 days

D. Understanding of Stormwater Regulations

CAA provides environmental compliance services for multiple cities in Orange County, and has a deep understanding of the City's Stormwater Regulations, Erosion Control methods, and Best Management Practices (BMP's).

E. After Hours Inspections

CAA will provide after-hours emergency response staff as well as a backup Building Official in the absence of the Building Official, if requested.

F. Staff Qualifications

Our proposed staff meets the staff qualifications outlined by the City, including but not limited to:

- ✓ Building Official
- ✓ Commercial Building Inspector
- ✓ Residential Building Inspector
- ✓ Commercial/Residential Mechanical Inspector
- ✓ Commercial/Residential Plumbing Inspector
- ✓ Commercial/Residential Electrical Inspector
- ✓ Building Plans Examiner
- ✓ CASp Certified Inspector

G. Consultation & Coordination

We pride ourselves in building and maintaining excellent working relationships with City staff and work diligently to establish effective communication and coordination with other agencies. CAA will attend relevant meetings and coordinate activities with other departments such as Fire, Utilities, Planning and Engineering as needed in the performance of our duties.

H. Development Project Review

CAA will provide application and case processing support related to all land-use entitlement and development review activities.

I. On-Call Permit Technician

CAA will provide a qualified Permit Technician to provide as-needed backup assistance to the City's permit technician at the public counter to receive and review applications, issue permits, respond to in-person queries, be available for scheduled meetings, and provide assistance over the phone and via email to both City staff and the public as required. CAA provides the processing and issuance of Building permits including building, plumbing, electrical and mechanical permits, plan check submittals, data entry, scanning, reporting, and other related permit technician duties as assigned.

J. Training

Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

We provide our staff with on-going training, both in-house and with other professional seminars and classes. This training makes sure that staff has the knowledge and other resources available to help them provide high quality service to our customers. Additionally, we provide financial incentives to encourage participation in obtaining certain nationally recognized certifications. The knowledge obtained in achieving these certifications helps our professionals to keep up with the

“State of the Art” and therefore gives us the ability to constantly improve the quality of service we are able to deliver. Our staff will be available to provide training to City counter staff in all duties required for building permit technicians, as requested.

K. Additional Services

Many cities and counties share the problem that they do not have enough construction to justify a full-time staff. Others have a tough time adjusting to peak demand periods without unnecessary and inefficient staffing up. CAA is the answer. Our staff will provide prompt and professional service to the citizens of your community, and we are able to adjust our staffing based on the workload demand of the County.

The following demonstrates why CAA is the best-qualified service provider for the City:

Service Above and Beyond: CAA employees 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 with the City, but that we constantly look out for the general good of the City, local neighborhoods, and its residents.

Customer Service: Our employees are passionate about customer service. In performing our duties, we are always willing to meet with clients for pre-design meetings, pre-submittal meetings, or as needed to resolve complex code related plan review issues in the most efficient manner possible. In addition, the staff at CAA brings a can-do attitude to their work - always focused on efficiency and project success.

Project Staff: CAA’s organizational culture empowers our project managers to act on the client’s behalf immediately, without interference from a larger organizational structure. Empowering our project managers allows us to provide clients with the individual attention that only a small organization can deliver. At the same time, we maintain the advantages of a larger organization because we have the expertise needed when a situation requires special attention.

Responsive Project Management: By providing a cooperative work environment with all of the entities responsible for project approval, we form a collaborative working relationship that centers on successful project processing. We have the know-how to work closely with other City departments and outside agencies, resulting in a timely, seamless and efficient development approval process. We minimize surprises that can lead to costly delays due to plan revisions late in the approval process by beginning work early with the project design team involved with major construction projects.

Availability to Meet with the City: If required, CAA staff will be available to meet with City staff, the design team, applicants, and/or contractors at the City’s request to discuss and resolve plan review and code related issues. Our staff can be available to meet with the City’s staff within 24 hours of notice.

Electronic Permitting and Plan Check: CAA is experienced with several permit and plan checking software portals. In addition, CAA is currently utilizing electronic plan check systems including Bluebeam Revu and EnerGov. CAA will assist the City in the selection and implementation of these systems as well establishing policies and procedures.

Innovations in Service Delivery: CAA continuously strives for innovations to improve public services. Government must be more accessible to its citizens, more convenient, timelier in responses, more cost effective, and highly performance oriented. To that end, CAA has developed its very own permitting and electronic plan check suite of software modules, CityTech Solutions, which enables our clients to process, track, and report work by efficiently managing permit, code enforcement, inspection, and other community development activities.

Reliable Emergency Response: In the event of a local or regional disaster, all on-site CAA assigned staff will be accessible, available and prepared to respond to emergency calls regarding building related issues. We create rotational schedules to service emergencies as they occur, with a calling order to ensure no issues are left unaddressed. CAA provides and ensures disaster service kits are maintained to respond to disasters, and CAA employees are required to be Disaster Service Worker certified within 6 months of hire date. Furthermore, CAA will provide additional Building and/or Engineering Staff for emergency situations.

For example, during the Woolsey Fire that burned 96,949 acres of land in Los Angeles and Ventura Counties in November 2018, CAA provided emergency Engineering and Building and Safety staff to the City of Hidden Hills. During this emergency, CAA staff provided 24-hour assistance (including sleeping at City Hall) to City staff, the Fire Department, and the Sheriff Department. Assistance included: evacuation of residents, pets, and livestock; manning hoses to protect perimeter properties; field reconnaissance and building assessments during and after the fire, working phone lines in the EOC, community outreach, meetings with the City staff, Council members, and emergency services; feeding and watering animals left behind during the evacuation; repopulating the City; and implementing a debris removal program.

Similarly, CAA provided assistance to Lake Forest during the Bond Fire in December 2020 through our subcontractor for street maintenance who assisted the City with street closures and evacuations.

Approach

CAA's management approach has been highly effective in maintaining strict quality and contract compliance in the performance of similar projects. Our Project Team maintains these key qualities:

- Highly qualified key personnel, with a Project Manager who has a proven track record managing similar and multi-task contracts;
- Strict cost and schedule control procedures that address planning, scheduling, budgeting, performance evaluation, and quality control;
- Proven success with project tracking and documentation procedures and systems to facilitate the early identification of performance issues;
- Technical knowledge to perform the service(s);
- Certification/Registration in the necessary disciplines to demonstrate their technical knowledge;
- Ability to stay current with technology through ongoing training; and
- Ability to communicate effectively with the City and public.

Resources

CAA will provide all personnel required to perform the work outlined in this proposal, and provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service.

Project Controls

CAA tracks and controls project costs and will provide timely invoices through the company's payroll and accounting systems. Employees enter their time into the CAA payroll system from the primary workstation. The Project Manager checks data for accuracy weekly, and CAA's administrative staff will prepare a monthly invoice per the agreement with the City. All invoices will be reviewed by the project manager prior to submittal to the City for payment.

Quality Control/Quality Assurance

We step up quality control by maintaining direct lines of communication between the City Manager and the Principal of our firm to regularly evaluate our performance and ensure that services are delivered timely, within budget, and meet our high standards. CAA has strict cost and schedule control procedures in place that address planning, scheduling, budgeting, performance evaluation, and quality control. CAA provides performance reporting on a regular basis through monthly reports related to accomplishments, tracking of performance metrics, and planned activities. Our quality control measures include:

- ✓ Work Plan
- ✓ Quality Control Plan
- ✓ Internal Resource Allocation Updates
- ✓ Progress Reports
- ✓ Budget Tracking
- ✓ Peer Reviews

In the end, we make sure that our clients reap the benefits of increased productivity, cost savings, and unmatched quality of service from our expertise, resources, constant consideration of innovative solutions, as well as our experience in building excellent working relations.

G. SCHEDULE

CAA will track, measure, and report on performance standards, schedule and budget targets on a regular basis. CAA will provide detailed weekly, monthly, quarterly, and annual reports of our activities to the City, including, but not limited to, fees collected, staffing levels provided, staff hours expended, the number of inspections made, and other financial, operational, and statistical information pertinent to the services provided.

Area	Performance Measurement	Goal & Description of How to Achieve Each Measurement
Overall Department	Customer Service Ratings	Goal: Gather responses from 25 percent of all reporting parties. Description: Use technology to prepare customer service surveys using e-mail addresses and online surveying service.
Overall Department	Percentage of complaints resolved at Consultant(s) level	Goal: 98 percent of all complaints resolved at the Consultant level.
Counter Services	Percentage of walk-ins experiencing counter wait times of less than 15 minutes	Goal: 95 percent of walk-ins experiencing counter wait times of less than 15 min. Description: Measure the time frame through a sign in system to monitor time.
Counter Services	Percentage of phone inquiries/emails handled within 24 hours	Goal: 100 percent of calls returned within 2 hours, emails within 1 working day.
Plan Review - Residential and Minor	Number of days required to perform review once application is received	Goal: 100 percent of all residential plan reviews will be completed within 5 days.
Plan Review – Commercial	Number of days required to perform review once application is received	Goal: 100 percent of all commercial plan reviews will be completed within 10 days.
Plan Review - Rechecks	Number of days required to perform review once application is received	Goal: 100 percent of all rechecks will be completed within 5 days.
Building Division - Consistency	Percentage of similar comments between different inspectors on the same project	Goal: 80 percent consistency achieved through quarterly peer-to-peer assessments and team training.
Building Division - Accuracy	Percentage of deficiencies that contain cited code references	Goal: 100 percent of code deficiencies found through plan review and field inspections to be reported stating the specific code reference.
Building Division - Responsiveness	Number of days required to perform inspections, once requested	Goal: 100 percent of all inspections called in before 4pm will be performed the next business day.
Building Division - Effectiveness	Percentage of field inspections that pass as compared to those that fail	Goal: 80 – 90 percent pass rate.
ISO BCEGS Rating	Score issued by the Insurance Services Office	Goal: Achieve and maintain a minimum rating of 2.
Reporting	Percentage of time reporting requirements are met	Goal: 100 percent of reporting deadlines are met on or before due date.

H. COMMUNICATION PLAN

CAA understands that having a project communication plan outlining stakeholders as well as when and how to reach them is essential. CAA's project manager, Mr. Melby, will ensure communication with the City is consistent, meaningful, and successful. He will ensure the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours. He will keep the City informed of project timelines, budgets, and any project needs, and provide clear insight into any decisions needed or roadblocks encountered. This can be accomplished through weekly check-in calls as well as weekly email reports.

I. COMPENSATION/PAYMENT SCHEDULE

The compensation schedule is provided in a separate sealed envelope as requested by the City.

J. CERTIFICATE OF INSURANCE

CAA is able to provide the insurance coverage requested by the City.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
				7/29/2020			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Dealey, Renton & Associates License #0020739 600 Anton Blvd., #100 Costa Mesa CA 92626			CONTACT NAME: Dani Schulze PHONE (A/C No. Ext): 714-427-6810 FAX (A/C No.): 714-427-6818 E-MAIL ADDRESS:				
INSURED Charles Abbott Associates, Inc. 27401 Los Altos Suite 220 Mission Viejo CA 92691			INSURER(S) AFFORDING COVERAGE				
CHARLABBO			INSURER A: Travelers Casualty and Surety Co of America				
			INSURER B: Hartford Casualty Insurance Company				
			INSURER C: HARTFORD INSURANCE COMPANY				
			INSURER D: Hartford Fire Insurance Company				
			INSURER E:				
			INSURER F:				
			NAIC #				
			31194				
			29424				
			38288				
			19682				
COVERAGES CERTIFICATE NUMBER: 215857722 REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	57UUNFM3479	3/31/2020	3/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y	Y	57UUNFM3479	3/31/2020	3/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	Y	57XHUFM3069	3/31/2020	3/31/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	57WERT0674	3/31/2020	3/31/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			106484363	3/31/2020	3/31/2021	\$2,000,000 per claim \$4,000,000 annl aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability Evidence of Insurance							
CERTIFICATE HOLDER				CANCELLATION 30 Day Notice of Cancellation			
For Proposal Only				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE Karin Thorp			

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

K. CERTIFICATION OF PROPOSAL

Please find the Certification of Proposal on the following page.

City of Laguna Hills
RFP For On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check,
Building Services

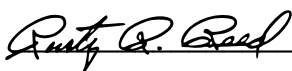
ATTACHMENT 1

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 3rd day of June, 2021, at Mission Viejo, California.



Signature of Authorized Representative

Rusty R. Reed

Name of Authorized Representative

President

Title of Authorized Representative

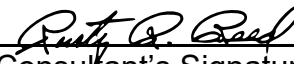
City of Laguna Hills
RFP For On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check,
Building Services

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: Charles Abbott Associates, Inc. (CAA)
Name (Please Print or Type)

By:  President
Consultant's Signature & Title

Date: June 3rd, 2021

This executed form must be submitted with proposal.

City of Laguna Hills
RFP For On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check,
Building Services

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;

City of Laguna Hills
RFP For On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check,
Building Services

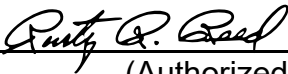
H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from June 14, 2021.

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 3rd day of June, 2021, at Mission Viejo, California.

Name of Proposer: Charles Abbott Associates, Inc. (CAA)

By: 
(Authorized Signature)

Type Name: Rusty R. Reed

Title: President

Date: June 3rd, 2021

I. COMPENSATION/PAYMENT SCHEDULE

Option 1

CAA will provide a full-time Building Official and Building Inspector, as well as supplemental Building Plan Checkers and Inspectors necessary to complete all work within the promised time frames for the following hourly rates:

Proposed Service	Hourly Rate
Building Official	\$125
Building Inspections	\$90
CASp Inspections	\$125

Plan Review will be provided at 60% of fees collected, as per the requirements outlined in the RFP. After 3 plan reviews, an hourly rate of \$125/hour may apply.

Additional Services

Permit Technician as required \$66.00 per hour

Option 2

Based on the City's current fee schedule, CAA proposes to provide all services outlined in this proposal as well as supplemental Building Plan Checkers and Inspectors necessary to complete all work within the promised time frames for the following percentage of fees collected:

Monthly Fees Collected	CAA's % of Fees
The first \$40,000	50%
Additional amounts between \$40,001 and \$60,000	45%
Additional amounts over \$60,000	40%

Additional Services

Permit Technician as required \$66.00 per hour

Example 1:

Monthly Fees Collected	CAA's % of Fees	CAA's Cost
\$30,000	50% (first \$40,000)	\$15,000
	45% (between \$40,001 - \$60,000)	
	40% (over \$60,000)	



Total Cost for Month		\$15,000
----------------------	--	----------

Example 2:

Monthly Fees Collected	CAA's % of Fees	CAA's Cost
\$50,000	50% (first \$40,000)	\$20,000
	45% (between \$40,001 - \$60,000)	\$4,500
	40% (over \$60,000)	
Total Cost for Month		\$24,500

Example 3:

Monthly Fees Collected	CAA's % of Fees	CAA's Cost
\$80,000	50% (first \$40,000)	\$20,000
	45% (between \$40,001 - \$60,000)	\$9,000
	40% (over \$60,000)	\$8,000
Total Cost for Month		\$37,000

Additional staffing can be provided as needed, when approved in advance by the City, and will be billed at the hourly rates specified in our hourly rate sheet on the following page.

Standard Hourly Rate Schedule

ENGINEERING/PUBLIC WORKS CLASSIFICATION	HOURLY RATES	BUILDING & SAFETY CLASSIFICATION	HOURLY RATES
Principal Engineer	175.00	Principal Building Official	145.00
City Engineer	135.00	Building Official	125.00
Project Manager	145.00	Senior Building Inspector*	105.00
Senior Engineer	140.00	Building Inspector/Plan Checker	97.00
Project Engineer	132.00	Building Inspector*	90.00
Associate Engineer	110.00	Permit Specialist	66.00
		Code Enforcement Officer	75.00
Senior Design Engineer	115.00		
Assistant/Design Engineer	98.00	Senior Plan Check Engineer	125.00
		Building Plan Checker	105.00
Senior Plan Check Engineer	125.00		
Plan Check Engineer	105.00	COMMUNITY DEVELOPMENT CLASSIFICATION	HOURLY RATES
Senior Traffic Engineer/Manager	150.00		
Transportation Planner	110.00	Community Develop Director	145.00
Traffic Engineer Associate	95.00	Principal Planner	140.00
		Senior Planner	120.00
3-Person Survey Crew	270.00	Associate Planner	97.00
2-Person Survey Crew	210.00	Assistance Planner	80.00
		Planning Technician	70.00
Senior Draftsperson (CADD)	95.00	Code Enforcement Officer	75.00
Draftsperson (CADD)	85.00		
		OTHER CLASSIFICATIONS	HOURLY RATES
Senior Public Works Inspector*	105.00		
Public Works Inspector*	95.00		
		Landscape Architect Director	125.00
STORM WATER CLASSIFICATION	HOURLY RATES	Associate Landscape Architect	95.00
		Expert Witness Services	300.00
Environmental Project Manager	145.00		
Environmental Program Manager	115.00	Senior Contract Administrator	110.00
Environmental Analyst	92.00		
Environmental Associate	87.00	Administrative Assistant	60.00
Environmental Inspector	80.00	Clerical	50.00

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

*The Hourly Rates identified are for Non-Prevailing Wage project inspection. Hourly Rates for Prevailing Wage project inspection will be \$120.00 for regular time; \$143.00 for overtime on Mondays through Saturdays; and \$167.00 for overtime on Sundays and Holidays. Prevailing Wage rates are subject to increases pursuant to the State of California's Department of Industrial Wage Rate Determinations.

Attachment 2

HR Green Pacific Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT
HR Green Pacific, Inc.
*On-Call Professional Civil Engineering, Building & Safety,
 Civil Plan Check, Building Code Compliance, and
 Building Inspection Consulting Services*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 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 HR GREEN PACIFIC, 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 the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified civil engineering firm that specializes in providing civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services to municipalities and to other public agencies on an on-call basis, including but not limited to providing as-needed building code compliance and administration, residential and commercial building inspections, building plan review, and building official consulting services (the "Project").

B. In response to City's Request for Proposals, dated May 24, 2021, Consultant has submitted to City a proposal, dated June 7, 2021, to provide on-call, as-needed professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official 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 expertise to provide these professional services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, specialized equipment, and technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional 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 to City and perform the professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting services for the Project as set forth in the Proposal/Scope of Work, dated June 7, 2021, 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; and, (2) the Consultant's signed, original Proposal/Scope of Work dated June 7, 2021 ("Consultant's Proposal") and submitted to City, which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibits "A" and is hereby incorporated by reference and made a part of this Agreement. All provisions of this Agreement and the Consultant's Proposal 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; and, (2nd) 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 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 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, in accordance with the Option 2 "Percentage of Fees Collected" compensation methodology as 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 annual maximum contract amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (hereinafter referred to as the "Annual Maximum Contract Amount"). The method of compensation shall be the Option 2 "Percentage of Fees Collected" compensation methodology 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 (10th) 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 two years of the term of this Agreement (i.e., from August 1, 2021 through July 31, 2023). 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 commence upon the effective date of this Agreement and shall continue in full force and effect for a period of three (3) years, commencing on August 1, 2021 and ending on July 31, 2024 (“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 two (2) additional one-year terms (“Renewal Option”).

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: George A. Wentz, P.E., Vice 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 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 the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

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:

<u>To City:</u>	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600 Facsimile: (949) 707-2633
<u>To Consultant:</u>	HR Green Pacific, Inc. Attention: George A. Wentz, P.E., Vice President 1260 Corona Pointe Court, Suite 305 Corona, California 92879-5013 Telephone: (855) 900-4742 Direct: (909) 568-9749

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 remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 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

 ERICA PEZOLD,
 Mayor

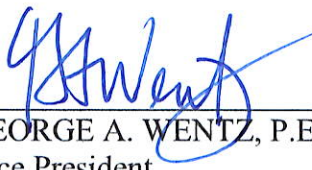
ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 Deputy City Manager/City Clerk

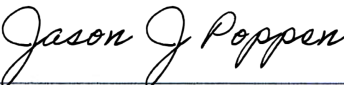
APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
HR GREEN PACIFIC, INC., a California
 corporation

By: 

 GEORGE A. WENTZ, P.E.,
 Vice President

By: 

 JASON J. POPPEN,
 Secretary

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: JUNE 7, 2021**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**



City of Laguna Hills

PROPOSAL FOR

**On-Call Professional Civil Engineering, Building and Safety,
Civil Plan Check, Building Services**

JUNE 7, 2021



Bill Hayes, CBO

1260 Corona Pointe Court, Suite 305
Corona, CA 92879-5013

Office 855.900.4742 + Direct 909.568.9749

bhayes@hrgreen.com

 **COPY**

Attachment: Attachment 2 - HR Green Pacific Professional Services Agreement (2517 : Award of Contracts for On-Call Professional

June 7, 2021

A. Cover Letter

David Chantarangsu, AICP | Community Development Director
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

**Subject: On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Services
Moving Forward Together**

Dear David and Other Selection Committee Members:

Delivering comprehensive and high quality building and safety plan check and inspection services are a vital part of the City's operations. **HR Green Pacific, Inc. (HR Green)** will continue to assign highly experienced, local staff with a successful track-record to the City. They will continue providing highly responsive, well-planned, and quality services in the most cost-effective manner possible to the City.

Laguna Hills can continue to provide tremendous services to the community and to continue to enhance quality, responsiveness, community buy-in, and collaboration that meet your performance benchmarks/timelines and maximize your net revenue while streamlining processes.

HR Green is Best Qualified to Perform the Services Requested

HR Green has established an excellent working relationship with the City and has demonstrated its ability to serve. We have proven that high quality services can be delivered in a cost effective manner and bring the local experience, knowledge of the community and proven track record for excellent service, accurate and on-time plan reviews, thorough inspections, helpful counter support, and effective working relationships with cities and counties. Our plan check, inspection, and code expertise is ideally suited to continue to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload.

Successful Working Relationship with City of Laguna Hills

- ✓ Current provider of the services being requested by the City
- ✓ Little or no complaints regarding the services **HR Green** has provided
- ✓ Local staff assignments
- ✓ Beat response time expectations on inspection and plan check services
- ✓ Stay within budget expectations

Technical Competence Delivers Flexibility, & Quality

- ✓ Registered engineers/architects; ICC, LEED, CASp, General Permit Qualified SWPPP Practitioner and Developer-certified staff exclusively dedicated to building and safety plan check, inspection, and NPDES compliance
- ✓ Staff members average 25+ years of building and safety related expertise
- ✓ All **HR Green** staff have worked as public agency employees or been embedded in extension of staff roles

B. Company Data



AGENCY NAME: CITY OF JURUPA VALLEY

Year Started and Completed: 2011 – Ongoing Scope of Work: On-call building services (Building Department administration, Chief Building Official, building plan review, building inspection, construction management, code compliance, permit support)

Project Description: Since city incorporation, HR Green initially established the Building Department, processes, and best practices and has over the years provided full departmental management/on-site and field staff (20+ staff) for comprehensive services (Building Official, plan review [98% success rate meeting or beating the City's turnaround schedule], inspection, permit counter support, code enforcement, deployment of Accela, an automated permitting system, and regular usage of electronic plan check).

Project Manager: Bill Hayes, CBO Developer of Project: Various (Shea, William Lyons, Flying J, Lennar, Charter School)

Construction Cost: Not applicable (approx. \$1.7 million annual compensation) Size of Project: Various

AGENCY NAME: CITY OF PALOS VERDES ESTATES

Year Started and Completed: 2015 – Ongoing Scope of Work: On-call building services (Building Department administration, Chief Building Official, building plan review, building inspection, construction management, code and permit support)

Project Description: HR Green provides full departmental management/on-site and field staff for comprehensive services (Building Official, plan review [98% success rate meeting or beating the City's turnaround schedule], inspection, permit and code support, deployment of SmartGov, an automated permitting system, and regular usage of electronic plan check).

Project Manager: Bill Hayes, CBO Developer of Project: Various (custom homes, Market and Café)

Construction Cost: Not applicable (approx. \$450,000 in annual compensation) Size of Project: Various

AGENCY NAME: COUNTY OF ORANGE

Year Started and Completed: 2013 – Ongoing Scope of Work: Building plan review, building inspection, permit counter staffing

Project Description: HR Green has provided plan review and inspection for both the multi-phased, 23,000-acre Ranch Plan mixed-use development as well other developments/building activity countywide. These services include working with the County's automated permitting system and successfully maintaining an expedited 5/3/1 working day turnaround review schedule by exclusively using electronic plan check).

Project Manager: Bill Hayes, CBO Developer of Project: Various (Rancho Mission Viejo, Standard Pacific, Shea Homes, Tri Pointe, Ryland, William Lyon, Meritage, Western Pacific, and Pulte)

Construction Cost: Not applicable (approx. \$300,000 in annual compensation) Size of Project: Various

AGENCY NAME: CITY OF LA QUINTA

Year Started and Completed: 2018 – Ongoing Scope of Work: Building plan review / inspection

Project Description: HR Green provides the review of structural design and calculations, construction and occupancy type, means of egress, access and egress for persons with disabilities, electrical and plumbing design adequate lighting, ventilation and energy conservation, and fire/life safety systems.

Project Manager: Bill Hayes, CBO Developer of Project: Various (custom homes, ADU's, Museum)

Construction Cost: Not applicable (approx. \$100,000 in annual compensation) Size of Project: Various

NOTE: HR Green has a number of other Building and Safety related on call contracts that we can provide to the City. However, they are not at the same scale or magnitude of the services proposed by the City of Laguna Hills.

C. Resumes and Qualifications of Personnel





BILL HAYES, CBO | Project Manager / Chief Building Official

Commitment to Laguna Hills: Full-time

Years with HR Green | Role: 2 years | Group Leader, Building & Safety (West)

Education | Credentials: Building & Fire Code Academy | ICC CERTIFICATIONS: Building Inspector | Residential Plumbing Inspector | Residential Mechanical Inspector | Certified Building Official | Residential Building Inspector | Commercial Building Inspector | ICC / AACE Property Maintenance and Housing Inspector

Bill brings 18 years of supervisory experience of the daily operations of the Building, Code Enforcement and Housing Inspection Departments for various Southern California cities (Chief Building Official for 12 municipalities) and was the State of California Helen Putnam Award recipient for innovation. Bill has developed training materials and procedure manuals for staff and trained Building and Code Enforcement staff on customer service policies and procedures. He has restructured Building and Code Enforcement Divisions to increase efficiency and productivity and has also drafted staff reports for City Councils.

Comprehensive Building & Safety Services, City of Laguna Hills. Project Manager/Building Official overseeing all aspects of the Building Department, including 100% electronic plan review, inspection, and permit processing. Also, helped implement updates to current building codes and ordinances and regularly provides code intent and how best to apply construction means and methods. (2019-ongoing)

Comprehensive Building & Safety Services, City of Palos Verdes Estates. Project Manager for full-service Building and Safety services, including Building Official, plan check, inspection, and permit counter support. (2019-ongoing)

Building & Safety Services, County of Orange. Project Manager for plan check and inspection of County's largest land development, 23,000-acre Ranch Plan (100% paperless platform to meet expedited 5/3/1 review schedule requirements). Has coordinated electronic plan review, building inspection, and multiple permit technicians staffing the building counter. (2019-ongoing)

Comprehensive Building & Safety Services, City of Jurupa Valley. Project Manager for comprehensive Building & Safety administration, plan check, inspection, permit processing, and code enforcement. Helped the City being awarded the Building Department of the Year award by CALBO in 2021. (2019-ongoing)

Professional Memberships/Registrations: ICC-National | ICC-Los Angeles Basin Chapter



STEVE SKEFFINGTON, CBO | Deputy Building Official / Senior Inspector

Commitment to Laguna Hills: Full-time (on-site)

Years with HR Green | Role: 6 years | Building Official

Education | Credentials: Construction Technology, Pacific Coast Technical Institute | ICC CERTIFICATIONS: Mechanical Inspector | Building Plans Examiner | Combination Dwelling Inspector - Uniform Codes | ICC / AACE Property Maintenance and Housing Inspector | Electrical Inspector | Plumbing Inspector UPC | Mechanical Inspector UMC | Residential Combination Inspector | Reinforced Concrete Special Inspector

Steve has 20+ years of comprehensive building safety experience. He has overseen plan review, inspection, counter, permitting, and code compliance services to Southern California agencies and inspection of high-profile projects (City Center, hotels, airport, casinos) in Nevada. He brings extensive knowledge of building codes and interpretations, accepted construction practices and materials used.

Building and Safety, City of Palos Verdes Estates. Building Plan Check Manager responsible for coordinating the timely intake and review of residential and commercial plans.. Implemented the SmartGov software solution to implement paperless Building & Safety operations for permit issuance and inspection Performs commercial and residential plan reviews and technical and code interpretation. (2016-ongoing)

Building & Safety, County of Orange. Building Plan Check Manager utilizing electronic plan check of County's largest land development, 23,000-acre Ranch Plan (100% paperless platform to meet expedited 5/3/1 review schedule requirements). (2016-ongoing)

Comprehensive Building & Safety, City of Jurupa Valley. Building Plan Check Manager responsible for coordinating the timely intake and review of residential and commercial plans.. Performs commercial and residential plan reviews of new, additions and alteration projects for code compliancy of the California codes; building, mechanical, plumbing, electrical, energy and other State laws and City regulations. Provides technical and code interpretation assistance to other departmental staff. (2016-ongoing)

Building Plan Check, City of Moreno Valley and County of Los Angeles. Building Plan Check Manager responsible for coordinating the timely intake and review of residential and commercial plans. Performed commercial, industrial, and residential plan reviews of new, addition, and alteration projects. (2016-2020)

Building Plan Check, City of Redondo Beach. Building Plans Examiner involved in the plan review, coordination, tracking and routing of residential, photo-voltaic, and tenant improvement plans. (2007-2016)

Professional Memberships/Registrations: ICC–National I ICC-Los Angeles Basin Chapter



KYLE COOPER, EIT, ICC/OES-CERTIFIED - Building Plan Reviewer/Inspector

Commitment to Laguna Hills: Full-time (As needed or requested by the City)

Years with HR Green I Role: 3 years I Building Plan Reviewer / Inspector

Education I Credentials: BS, Civil Engineering, California State University Long Beach, 2017 I Engineer-in-Training, CA I ICC CERTIFICATIONS: Residential Plans Examiner I Residential Building Inspector

Kyle has diverse office and field experience and a solid foundation in state and local building ordinances, laws, and codes. He has organized plans by time sensitivity to meet critical deadlines, pre-checked residential plans for compliance with building and zoning codes and coordinated with senior plan checkers for plan approval or revisions. He has focused extensively on the review of residential plans.

Building Plan Review and Inspection, City of Laguna Hills. Building Plan Checker for installation of solar photo-voltaic systems for commercial, industrial, and residential facilities. Building Inspector for permit inspection services citywide. (2020-ongoing)

Building Plan Review and Inspection, City of Palos Verdes Estates. Over the counter plan review and building inspections of residential (new construction, additions, and improvements) projects. (2018-ongoing)

Building Inspection, City of Jurupa Valley. Building Inspector for residential, mechanical, and plumbing systems associated with new development and improvements. (2018-ongoing)

Building Plan Review, County of Los Angeles. Processed and routed plans for review using an electronic plan check platform. (2018-2020)

Professional Memberships/Registrations: ICC–National I ICC-Los Angeles Basin Chapter

Building Inspection, County of Orange. Building Inspector for residential homes (electrical panel upgrade, water heaters, custom homes, etc.) and assisted living facility across unincorporated parts of Yorba Linda, Garden Grove, Anaheim, Westminster, and Los Alamitos. (2020)

Professional Memberships/Registrations: ICC–National I ICC-Los Angeles Basin Chapter



JENNIFER TRUJILLO – Senior Permit Technician

Commitment to Laguna Hills: Full-time remote, As needed or requested by the City

Years with HR Green I Role: 4 years I Senior Permit Technician

Education / Certification: College Coursework, Associate of Arts, Business Administration (in process)

Jennifer has 15+ years of project document administration, processing, development services, and planning support experience. She is very proficient with permitting software (HDL Permits, GovPartner, Accela, Civicplus) as well as ArcIMS GIS software (Govclarity, MyCity).

Development Services, City of Jurupa Valley. Permit Technician responsible for coordinating the public counter. Spearheaded the testing and successful implementation of Accela as the City's automated permitting system. (2017-ongoing)

Development Services for Public Works/Engineering, City of Menifee. Development Services Specialist responsible for assisting the public during counter hours. (2011-2017)

Development Services for Community Development, City of Murrieta. Development Services Technician responsible for the public counter. (2008-2010)

Project Coordination, Markham Development Management Group, Inc. Executive Assistant responsible for assisting CEO with developer project coordination. . (2005-2006)

Planning Support, City of Murrieta. Planning Technician responsible for assisting planners with project review process. (2002-2005)

Professional Memberships/Registrations: ICC-Los Angeles Basin Chapter



DESIREE FLORES, PE - Engineer

Commitment to Laguna Hills: Full-time, As needed or requested by the City

Years with HR Green I Role: 2 years I Building Plan Review Engineer

Education I Certification: Master of Science, Civil Engineering with a focus on Construction Engineering and Management, California State University, Fullerton, 2014 I Bachelor of Science, Civil Engineering, University of California, Irvine, 2013

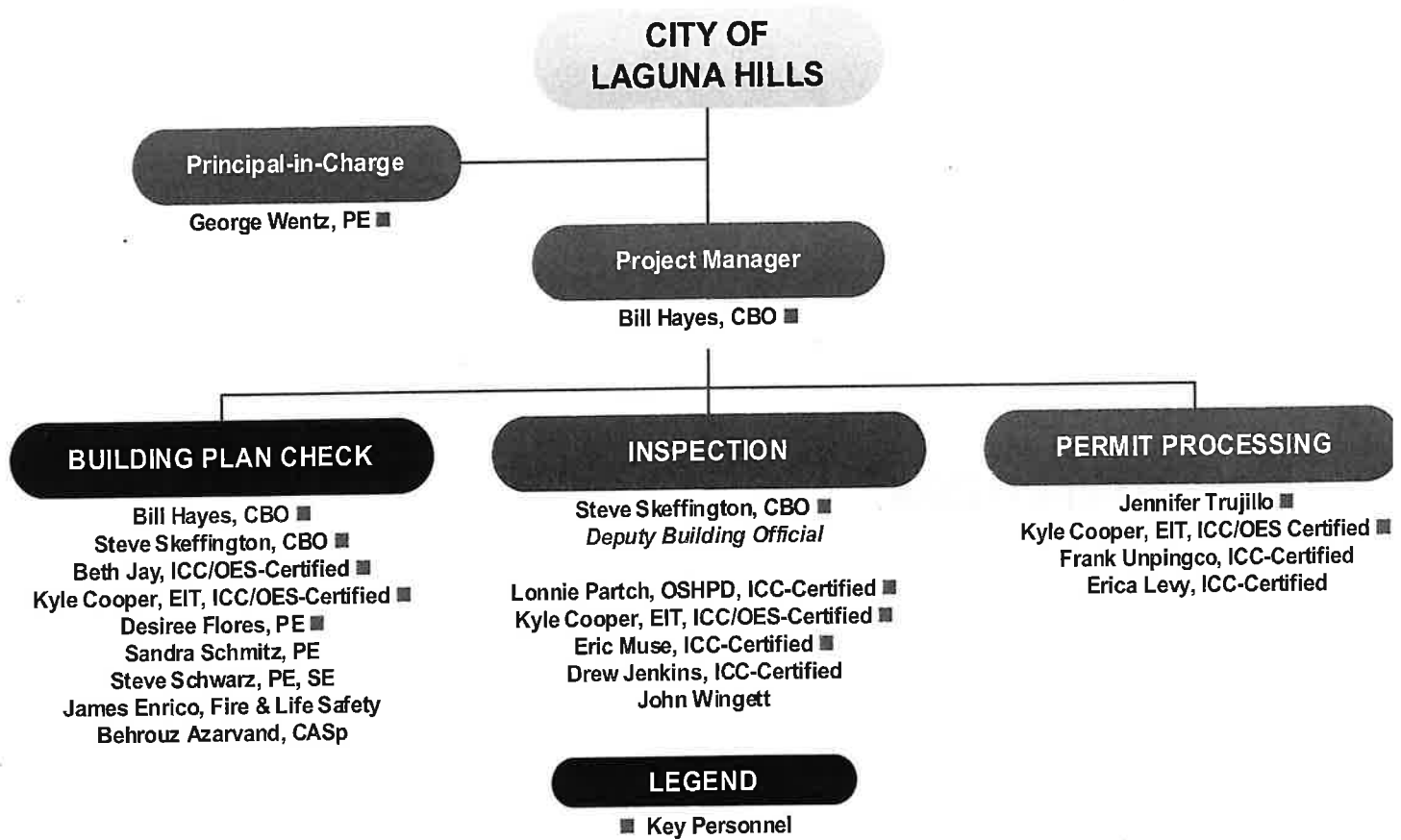
A multi-talented and bilingual licensed civil engineer, Desiree has over 6 years of experience and brings comprehensive experience covering building, engineering, and public works departments, including plan check, staff augmentation, design, and construction management..

Building Plan Check, City of Jurupa Valley. Building Plan Check Engineer responsible for building and structural review of residential and commercial projects using electronic plan review. (2019 – ongoing)

Professional Memberships/Registrations: ICC–National I ICC-Los Angeles Basin Chapter I Registered Civil Engineer, CA #89868

D. Organizational Chart

We understand and agree that key personnel identified in the Organizational Chart shall remain during the term of the agreement.



Transition Plan

HR Green has demonstrated its ability to transition services in a highly effective manner. We did so five years ago when we transitioned services to **HR Green** in the City of Laguna Hills. That transition was highly successful and had no issues. Since then, we have worked with the City to enhance services wherever possible. **HR Green** leadership will prioritize regular communication with the City and collaborate with the City to establish, track, and report on staff performance metrics as part of our ongoing QA/QC.. We will continue to maintain staff continuity, limit changes and deliver high quality services. **HR Green** is proposing the same core staff who currently serve Laguna Hills under our current contract.

Should there be any changes in the future that are outside our control or if the City requests such a change, our **Project Manager / Chief Building Official, Bill Hayes, CBO** and **Vice-President, George Wentz, PE**, will coordinate with the City to provide an appropriate replacement with the requisite technical and customer engagement skills desired by the City.

E. References

We are very proud of the well-established working relationship we have nurtured with Laguna Hills staff providing these services over the past five years.

HR Green has been providing building safety administration, plan check (civil and building) and inspection services for residential (custom homes, additions, and improvements), solar, and commercial projects in the City.

This includes the major renovation of the Laguna Hills Mall (The Village of Laguna Hills). After grading operations were initiated in 2018, the developer reimagined the project, and has since begun the entitlement process on an updated master plan. The updates envision the property into a mixed-use project with as much as 250,000 square feet of retail and as much as 390,000 to 520,000 square feet of office, apartments and a 125-room hotel.



HOW WE HAVE ADDED VALUE TO LAGUNA HILLS

- Tailored inspection schedules and services depending on the needs of the community, offering same day return inspections as needed.
- Established great relationships with the community and developers.
- Created the City Building Department COVID 19 policy for issuing permit, plan reviews, and inspections to comply with the State and OC Health Department orders.
- Created policies and procedures for Remote Virtual Inspections (RVIs) during the pandemic.
- Updated building codes and amendments as needed.
- Successfully completed 3,767 reviews since the start of the contract.
- Achieved 98% plan review turnaround time schedule compliance during this contract.
- Leveraged Building & Safety staff and public works inspectors to support CIP public works projects (HVAC and roofing improvements, ADA upgrades, etc.)
- On-call construction management and inspection staff to support CIP public works projects
- Augment City staffing needs for permitting counter services

CITY OF PALOS VERDES ESTATES

Services Provided: *Building & Safety Services, Building Official, Building and Civil Plan Check, Inspection, Permit Processing, Code Updates*

REFERENCE: **Laura Guglielmo** | City Manager
310.378.0383 x2251 | lguglielmo@pvestates.org
Brianna Rindge | Community Development Director
310.378.0383 x2216 | brindge@pvestates.org

HR Green provides a full range of consulting services, including, but not limited to building and safety administration, building official, building inspection, building and civil plan check, city engineering, public works engineering, transportation planning, traffic engineering, CIP program management, grant writing/administration, and project management. Our staff members **consistently meet or beat plan review turnaround schedules**, provide over-the-counter and electronic plan review, and achieve a 100% success rate on building and safety inspections within two-hour windows. Last year our staff successfully completed 1,233 first plan checks for the City. **HR Green** provides a “one stop shop” to achieve excellent customer satisfaction and implemented a building permitting and community development system (SmartGov).

Our staff interfaces closely with the City’s permit technicians and has initiated best practices (e.g., new forms, tracking tools, electronic plan review, code updates, ADA transition plan, etc.). **HR Green** is the Building Department in the City, providing the Building Official on-site two half days per week and is available for questions from staff and the public at other times. We have our plan review manager on site for most of the week, giving the City access to the most technically up-to-date code information in the industry.

We provide all manner of building and safety inspections, including custom homes, commercial, tenant improvements, and grading.



“I’ve worked directly with the Building & Safety staff from **HR Green** for over 2 years and continue to be impressed by their **professionalism, expertise, and genuine best interest for the city, its residents, and contractors alike**. From public inquiries to final inspection and the entire building process in between, the staff’s **unwavering commitment to compliance, deadlines, and relationships is appreciated**. I enjoy working with the staff daily thanks to their **high level of communication** and presence in the city and look forward to improving the safety of our city together.”

- **Brianna Rindge, AICP**
Community Development Director

F. Project Understanding, Overview and Approach



- ✓ ICC- and CABO-certified **Building Official** with high-level experience and skills in successful management of building staff, thorough knowledge of building department policies and procedures, national code development reputation, and partnership with other City departments and outside agencies.
- ✓ Registered **Plan Review Engineers/Architects** and/or **ICC and CASp-certified Plans Examiners** for thorough and timely plan review that complies with applicable codes, ordinances, design standards, and regulatory requirements.
- ✓ Bilingual **Permit Counter Technician(s)**, if requested, to assist the public, answer questions regarding routine building code requirements, issue permits, and coordinate inspections and plan check processes.
- ✓ ICC-certified **Building Inspectors** and Peace Officer-certified **Code Compliance Officers**, if requested, including bilingual proficiency, with broad experience in jurisdictional procedures and the highest commitment to customer service.

Our staffing plan will be focused on the following key issues:

Issue: Fit into Specific Municipal Culture

Solution: Every City has its own culture, reporting structure, expectations, and goals. On-site consultant staff must exhibit utmost professionalism and well-refined interpersonal skillsets to be a team player and seamlessly integrate within your organization while being nimble to respond to changing priorities and emergency situations. Our personnel will:

- ✓ Carry cellular phones (all staff) and iPads (for all field inspectors) for immediate communications and real-time access to your automated permitting system and paperless/electronic templates, reports, data, logs, etc.
- ✓ Provide on-site coverage of all Building and Safety positions, as-needed.

Note: Staffing levels and hours will be reviewed with the City to assure your needs are met. We also make a commitment to 24/7 access to our staff in the event of responding to emergencies and changing or unforeseen conditions.

Issue: Follow City Protocols/Processes

Solution: Our staff will be knowledgeable with applicable codes, ordinances, design standards, and regulatory requirements. They will be responsible for meeting the performance expectations set forth by the City. Citizens and inter/intra-agency personnel interfacing with **HR Green** staff must feel they are having the same “transactional business” experience as they would with a City employee.

Issue: Flexibility/Adaptability to Respond to Whatever Needs Arise

Solution: Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our on-site Building and Safety staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans, analyzing codes and situations to consider appropriateness of alternative materials and methods, writing a staff report, inspecting new construction or improvements, and/or handling inquiries at the counter. A successful element of **HR Green’s Alternative Service Delivery** philosophy is finding **multi-faceted staff** who can wear many hats, transition between various roles, and easily transition between different tasks in order to:

- ✓ maximize utilization
- ✓ maintain service consistency
- ✓ reduce costs, paper, and storage
- ✓ minimize staff levels
- ✓ maximize a paperless office environment

2. Reviewing plans, arranging and conducting inspections, establishing and maintaining enforcement system.
 - ✓ Assure that new buildings comply with the Building Code;
 - ✓ Assure that existing building structures are not in violation of the Building Code;
 - ✓ Establish procedures for receiving applications, conducting plan review, scheduling inspections, and delivering approved and successfully completed projects;
 - ✓ Confer with architects, builders and fabricators on construction practices and safety;
 - ✓ Provide staff support and direction to various technical advisory boards or committees dealing with the functions of the division.
3. Providing advice/recommendations and actively participate in day-to-day activities.
 - ✓ Recommend changes in codes;
 - ✓ Prepare factual, clear, concise, written staff reports concerning the Building Safety Division;
 - ✓ Prepare and review divisional budget and make financial recommendations concerning the Building Safety Division;
 - ✓ Monitor that daily logs and other reports are prepared for Building Safety Division;
4. Performing other duties as assigned.
 - ✓ Represent the Building Safety Division with the public, City Council, Planning Commission, and other City departments and external agencies;
 - ✓ Investigate complaints relating to zoning and building code violations and takes appropriate measures;
 - ✓ Perform additional duties as may be required to discharge duties as Chief Building Official.

BUILDING PLAN REVIEW

Our goal is to provide helpful code insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and electronic plan check/digital commenting to maximize efficiencies, promote project transparency, and save time and money.

There must be a coordinated effort and responsibility to review, track and coordinate all applications and requests received in the City. To help assure that submittals from any applicant are properly handled, **HR Green** has a proven internal plan review coordination process, to make certain that each plan received is properly processed and returned on time. We have a 100% success rate meeting or beating the requested turn-around time in Laguna Hills. The status of any plan can be easily determined at any point in time. Moreover, we recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

1. All plan checks will be completed by ICC, CASP, LEED AP, QSD, and QSP-certified plan reviewers and/or engineers and architects licensed in the State of California.
2. Qualified plan checkers will be available at the City at all times.
3. The specific tasks, codes, regulations, and ordinances are as follows:

applicable building codes, zoning ordinances, energy conservation, green building, and accessibility requirements, including known city, county, state, and federal requirements.

- ✓ Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving and working closely with property owners through completion of the inspection.
- ✓ Identify and document deviations between approved plans and actual field installations.
- ✓ Write detailed correction and/or stop work notices, as applicable.
- ✓ Proficiently communicate with contractors, architects, engineers, and building owners to provide clear and concise direction.
- ✓ Bring to the attention of the City for approval of any changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirement.
- ✓ Provide convenient building inspection appointments with two-hour windows to better serve the public.
- ✓ Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- ✓ Maintain a record of non-complying items and follow up to resolution of such items.
- ✓ Update inspection reports using the City's automated system.

Our building inspection activities can be adjusted on fast track projects to provide a high level of coordination specifically suited to the design build concept and to gain compliance with all applicable codes required by the City. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes.

FRONT COUNTER SUPPORT / PERMIT PROCESSING

HR Green can, if needed, provide bilingual technicians for front counter support at City Hall. Our support team can assist in providing related services during business hours through lunch.

Project Management

All proposed personnel must fit your culture, meet your performance expectations, and be team players. All our proposed on-site staff members have worked as public agency employees or as on-site extension of city staff, consistently exhibiting these traits, and seamlessly blending with agency staff. The **HR Green** team members have all worked at the City and have engaged effectively over the past 5 years. **HR Green's** Project Manager will serve as the primary point of contact with the City. We will implement a plan that is **responsive to your needs**, will **remain dynamic to changing conditions**, and **match the right mix of staff to the clearly defined assignments**. For any assignments we will follow the following approach.

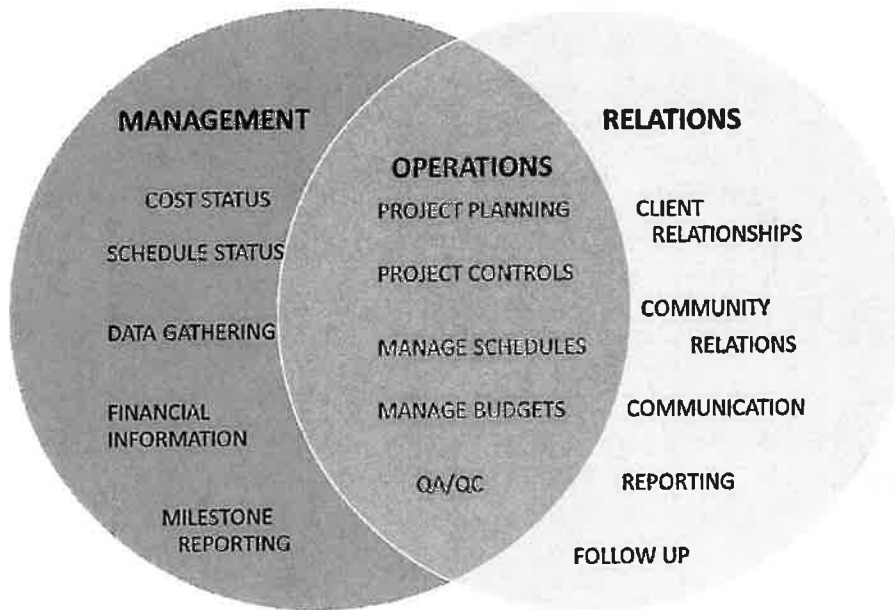
City Staffing

- ✓ Meet with City to review the City's needs, staffing levels, technical requirements, duties/responsibilities, performance expectations, and budget parameters.
- ✓ Include candidates that possess the attributes that mirror City requirements.
- ✓ Establish performance benchmarks and communication chain of command
- ✓ Review project control and performance expectations with the City

Project Controls

Project controls are a set of tools, processes and people skills that are used together to help project managers have the right information, at the right time, to make the right decision.

HR Green includes numerous tools to address various aspects of controlling projects.



Quality Assurance/Quality Control

- ✓ **HR Green's** Quality control (QC) process seeks to manage and deliver services that are maintained in a quality manner.
- ✓ Quality control involves regular evaluation of our services to determine if the standards and guidelines that have been established are being met.
- ✓ The quality control used is dependent upon the establishment of realistic performance standards that are specific and measurable.
- ✓ **HR Green** establishes benchmarks for quality of services and then "tests" and "evaluates" our performance.
- ✓ Quality control creates an environment in which **HR Green** seeks to deliver services that meet our commitments and encourages innovation and improvement.

Quality Control Measures

- ▶ Quality control management plan
- ▶ Regularly update schedules
- ▶ Internal resource allocation meetings
- ▶ Action item lists
- ▶ Progress meetings and reporting
- ▶ Random evaluation to test our performance
- ▶ Meeting follow-up
- ▶ Budget tracking
- ▶ Peer/constructability reviews

G. Schedule

HR Green has helped 30+ cities/counties achieve a 98% turnaround building plan review success rate by utilizing a combination of the same staff (on- and off-site), electronic plan review, digital commenting, continuous code training/workshops, pre-development meetings, over-the-counter reviews/support, and ongoing collaboration with architects/developers/designers throughout the review process. Providing building plan reviews, inspections and enforcing code requirements are essential for life safety and welfare of the public. We have no limits or restrictions of how many plan reviews and building inspections our staff can handle at one time. With offices and inspectors throughout Southern California and across the nation, we have a deep bench of plan reviewers and inspectors available on an as-needed basis.

Plan Check Service Level Goals		
Type of Job	Turn Around Time First Check	Turn Around Time Recheck
Residential		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition	OTC-5 Working Days	OTC-5 Working Days
Remodel	OTC-5 Working Days	OTC-5 Working Days
Commercial		
New Construction	5-15 Working Days (depends on complexity)	3-5 Working Days
Addition	OTC-5 Working Days	OTC-5 Working Days
Remodel	OTC-5 Working Days	OTC-5 Working Days

H. Communication Plan

The tools included as part of the Project Controls and QA/QC described earlier will be used to assist in communicating on a regular basis. This will include:

- Holding regularly scheduled meetings with City staff to assess agreed-upon performance parameters.
- Implementing regularly scheduled communication protocols with City staff (e-mail, phone calls, etc.).
- Providing a monthly progress and performance report to City.
- Meeting on a quarterly basis with the Principal-in-Charge to identify and address any needs/concerns, share City feedback, review performance, and service.

I. Compensation / Payment Schedule

Per your RFP request, we have prepared our cost proposal in the format as outlined in Section V and submitted in a separate sealed envelope.

J. Certificate of Insurance



K. Certification of Proposal



City of Laguna Hills
RFP For On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check,
Building Services

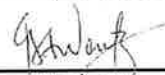
H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from June 14, 2021.

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 7th day of June, 2021, at Corona, California.

Name of Proposer: HR Green Pacific, Inc.

By: 
(Authorized Signature)

Type Name: George A. Wentz

Title: Vice-President

Date: June 7, 2021

L. Non-Collusion Affidavit



I. Compensation / Payment Schedule

HR Green understands the following as contained in the City's RFP:

"Consultants responding to this RFP are requested to provide two options for compensation in a separate sealed envelope; OPTION 1 - an Hourly Rate Approach, and OPTION 2 - a Percentage Fee Approach that considers the amount of building permit and plan check fees collected from which the Consultant shall provide its plan check and inspection services to the City. In both options, Consultant shall, to the best of its ability, consider the City's need to recoup permit and plan check fees necessary to fund City Permit Technician staffing services described on Page 5 of the RFP. CITY WILL SELECT THE COMPENSATION OPTION DETERMINED TO BE THE MOST ADVANTAGOUS TO THE CITY."

HR Green offers the following two options as required above.

OPTION 1- HOURLY RATE APPROACH

Based upon our review of your RFP, we propose the following sliding plan check fee structure for conducting up to three (3) plan checks per plan, and then use an hourly rate for a fourth and any subsequent plan checks.

BUILDING & SAFETY FEE SCHEDULE	
Total City Cumulative Fees Collected	HR Green Compensation Based on % of Fees Collected
0 - \$200,000	60%
> \$200,001+	50%

HR GREEN PACIFIC, INC. HOURLY RATE SCHEDULE

Personnel Classification	Hourly Billing Rate
Principal-in-Charge/Program Manager	\$220-300
Project Manager / Senior Manager	\$185-220
Building and Safety Official	\$175-210
Senior Building Plan Check Engineer	\$125-185
Building Plan Check Engineer	\$130-155
Senior Building Plan Checker	\$125-175
Building Plan Checker	\$ 95-135
CASp Reviewer	\$135-175
Senior Building Inspector	\$115-150
Building Inspector (Combination)	\$100-140
Code Enforcement Officer	\$100-135
Management Analyst	\$125-155
Permit Technician	\$ 85-115
Administrative	\$ 85-125

NOTE:

- Other classifications are available based upon the needs of the agency.

Professional Reimbursement / Hourly and Overtime Rates: The hourly billing rates include the cost of salaries of the **HR Green** employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1.5 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.

Our fees/rates shall remain valid for at least one (1) year from the effective date of the contract and may be adjusted annually thereafter as negotiated and agreed to with the City.

OPTION 2 - PERCENTAGE OF FEE APPROACH

BUILDING PERMIT AND PLAN CHECK FEES:

Based upon our review of your RFP, fee schedules, and other available data, we propose a sliding fee structure to provide **Building Plan Check and Building Inspection Services**. **HR Green** will be compensated based on the cumulative fees collected by the City. So, as the total fees collected by the city increases, the compensation to **HR Green** decreases.

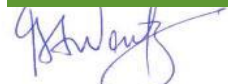
BUILDING & SAFETY FEE SCHEDULE	
Total City Cumulative Fees Collected	HR Green Compensation Based on % of Fees Collected
0 - \$200,000	60%
> \$200,001+	50%

NOTES / ASSUMPTIONS:

- As the cumulative fees are collected, **HR Green** will be compensated at the tier level associated with the cumulative fees collected by the City.
- Plan check services will include up to a third review for approval of the plans. Additional reviews beyond three are completed on an hourly basis using the hourly rates shown in Option 1 above.
- Compensation from the percentage of fees collected models shown above will include all direct **HR Green** employee costs, benefits, corporate overhead and directly related expenses.
- Expedited plan check services can be offered at 150% plan review fees subject to City approval.
- HR Green** provides a detailed monthly billing for all services provided. We will work with the City to assure that the invoices are provided in a format acceptable to the City.
- Our percentage of fees shall remain valid for at least one (1) year from the effective date of the contract and may be adjusted annually thereafter as negotiated and agreed to with the City.

HR GREEN PACIFIC, INC.

Individual Authorized to Negotiate Contract Terms & Compensation:



George A. Wentz, PE
Vice-President



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: David Chantarangsu
Community Development Director
ISSUE: Extension of Interim Regulations for Temporary Outdoor Dining

RECOMMENDATION: That the City Council adopt a Resolution entitled: “A Resolution of the City Council of the City of Laguna Hills, California, extending the temporary outdoor dining permit program and waiver of application and appeal fees in order to further assist local restaurants in recovering from the COVID-19 pandemic.”

SUMMARY:

On June 3, 2020, the former City Manager, acting as the Director of Emergency Services, under the authority of the Local Emergency Proclamation associated with the COVID-19 Pandemic, issued Executive Order 23 to assist the local business community to operate in compliance with State and County public health orders intended to slow the spread of COVID-19 by allowing retail and restaurant uses to operate outdoors upon the issuance of an Emergency Temporary Use Permit (ETUP). At the time of the issuance of Executive Order 23, indoor operations for various personal services, fitness uses, and eating establishments were limited based on the State's Blueprint for a Safer Economy. Executive Order 23 permitted businesses to operate outdoors on private property, parking lots, sidewalks, and public property, and was set to expire on November 2, 2020.

On October 18, 2020, the Director of Emergency Services issued Executive Order 32, which amended Executive Order 23, extending the time period during which ETUPs could be issued. Executive Order 32 allowed ETUPs to remain valid until 14 days after the termination of the City's declared local emergency enacted in response to the

Extension of Interim Regulations for Temporary Outdoor Dining

July 13, 2021

Page 2

COVID-19 Pandemic. While the State has not rescinded all of its emergency orders related to the COVID-19 Pandemic, on June 15, 2021, the State terminated most of its restrictions on commercial activity associated with limiting the spread of COVID-19 (e.g., limitations on capacity and physical distancing requirements) allowing for a return to normal business operations.

To plan ahead for a future, but as yet indeterminate, time when the City's Local Emergency Proclamation is terminated, which would cause all previous Executive Orders to expire, Staff recommends that the City Council adopt the attached Resolution giving restaurants the ability to continue to operate outdoors by extending existing ETUPs for outdoor dining and authorizing Staff to issue new permits for outdoor dining areas. The Temporary Outdoor Dining Permit Program would provide restaurants additional seating capacity outdoors while the local economy continues to recover. ETUPs for other retail and service establishments would still expire 14-days after termination of the Local Emergency Proclamation.

BACKGROUND:

On June 3, 2020, the former City Manager, acting as the Director of Emergency Services, under the authority of the Local Emergency Proclamation associated with the COVID-19 Pandemic, issued Executive Order 23 to assist the local business community to operate in compliance with State and County public health orders intended to slow the spread of COVID-19 by allowing retail and restaurant uses to operate outdoors upon the issuance of an Emergency Temporary Use Permit (ETUP). Allowing business activities to operate outdoors with an ETUP was intended, in part, to reduce the adverse fiscal impacts on local businesses during the COVID-19 Pandemic.

The Interim Procedures to Allow for the Operation of Certain Outdoor Business Activities ("Interim Procedures") established through Executive Order 23, and amended by Executive Order 32, authorized the Community Development Director to issue ETUPs for temporary outdoor business activities and waived all associated application fees and appeal fees. Additionally, the Interim Procedures suspended certain Municipal Code provisions and discretionary permit requirements, and allowed for the use of parking lots, sidewalks, and public and private property for outdoor business activities. To date, 15 ETUPs have been issued in the following categories:

- 11 restaurants;
- 2 fitness facilities;
- 2 personal care and retail services businesses.

Extension of Interim Regulations for Temporary Outdoor Dining

July 13, 2021

Page 3

As the pandemic has eased in Orange County and nearly all business restrictions have been lifted, non-restaurant businesses have moved operations back indoors. Accordingly, the personal services and fitness facilities that were issued ETUPs are no longer operating outdoors. However, many restaurants continue to utilize outdoor dining. To plan ahead for a future, but as yet indeterminate, time when the City's Local Emergency Proclamation is terminated, which would cause all previous Executive Orders to expire fourteen days later, Staff is proposing the City Council approve a continuation of the temporary outdoor dining opportunity being afforded to local restaurants. Staff and the City Attorney's office have developed a process whereby temporary outdoor dining can be extended to further assist local restaurants to operate in a safe manner where social and physical distancing is desired by customers, as well as to allow restaurants the maximum opportunity to improve their economic recovery.

The attached Resolution provides a Temporary Outdoor Dining Permit Program Interim Procedure based on the program authorized through Executive Order 23. These procedures would apply only to outdoor dining. The proposed Resolution would allow Staff to issue new temporary outdoor dining permits, and would extend all existing ETUPs for restaurants to continue indefinitely, until such time as the Resolution is rescinded by the City Council, or unless the permit is revoked in accordance with the procedures provided. The proposed Resolution also directs Staff to report back to the City Council within 11 months with recommendations concerning the permanent establishment of an outdoor dining permit program. During this time, Staff will evaluate the ongoing need for the outdoor dining permit program, current Zoning Code provisions regulating outdoor dining, and any secondary impacts related to the program's implementation including, but not limited to, parking, pedestrian access and vehicular access.

CEQA FINDINGS:

The adoption of this Resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

ATTACHMENTS:

- Proposed Resolution

RESOLUTION NO. 2021-07-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, EXTENDING THE
TEMPORARY OUTDOOR DINING PERMIT PROGRAM
AND WAIVER OF APPLICATION AND APPEAL FEES IN
ORDER TO FURTHER ASSIST LOCAL RESTAURANTS IN
RECOVERING FROM THE COVID-19 PANDEMIC

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

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, in declaring a State of Emergency, Governor Newsom indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, on March 18, 2020, the City Manager, acting as the Director of Emergency Services, proclaimed the existence of a local emergency within the City by enacting Proclamation 20-03-18-01, entitled "A Proclamation of the Director of Emergency Services of the City of Laguna Hills, California, Declaring the Existence of a Local Emergency" in response to severe public health concerns and economic impacts relating to the COVID-19 Pandemic; and

WHEREAS, on March 24, 2020, the City Council adopted Resolution No. 20-03-24-01 entitled, "A Resolution of the City Council of the City of Laguna Hills, California, Ratifying the Existence of a Local Emergency Related to the Anticipated Spread of the Novel COVID-19 Virus" ratifying and confirming the Director of Emergency Services' Proclamation Declaring the Existence of a Local Emergency;

since that time, the City Council has periodically reviewed and confirmed the necessity for continuing the local emergency declared in response to the novel COVID-19 pandemic ("Local Emergency"), as required by local law; and

WHEREAS, the declared Local Emergency remains in effect at this time and shall continue to exist until terminated by the City Council; and

WHEREAS, to assist local businesses with compliance with State and County public health orders designed to slow the spread of COVID-19, the City Manager, acting as the Director of Emergency Services, issued Executive Order 23 on June 3, 2020, and Executive Order 32 on October 23, 2020, authorizing the use of Emergency Temporary Use Permits (ETUPs) to allow certain outdoor commercial activity, including the utilization by restaurants of private property, parking lots, sidewalks, and public property and right-of-way for outdoor dining areas ("Temporary Outdoor Dining Permit Program"); and

WHEREAS, pursuant to Executive Order 32, any ETUP will expire fourteen (14) days after termination of the Local Emergency; and

WHEREAS, the adverse fiscal impacts of COVID-19 and the State and County public health orders on local restaurants were significant, and the rate of economic recovery can be enhanced by extending the duration of the Temporary Outdoor Dining Permit Program; and

WHEREAS, the City Council wishes to facilitate continued and new use of private property, parking lots, sidewalks, and public property and right-of-way for outdoor dining areas for adjacent or nearby restaurants subject to reasonable terms and conditions established to ensure the public health and safety; and

WHEREAS, restaurants located in Laguna Hills that may already be struggling due to the fiscal impacts of COVID-19 should not be further burdened with application and appeal fees required for the establishment of outdoor dining areas.

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

SECTION 1. The Community Development Director is hereby authorized to grant administrative Temporary Outdoor Dining Permits to restaurants for the temporary use of adjacent or nearby private property, parking lots, sidewalks, and public property and right-of-way for outdoor dining areas in accordance with the following Interim Procedures:

Temporary Outdoor Dining Permit Program Interim Procedures

A. Application. An application for a Temporary Outdoor Dining Permit shall be filed with the Community Development Department on forms approved by the Community Development Director and shall include all information and materials specified by the Community Development Director. After consulting with City departments, as applicable,

the Community Development Director may approve or conditionally approve a Temporary Outdoor Dining Permit if the Community Development Director finds that the temporary outdoor dining space would not create a hazard to the health, safety or welfare of the public. The Community Development Director may impose any reasonable conditions deemed necessary to ensure that the temporary outdoor dining space does not create a hazard to the public health, safety or welfare of the public.

B. Revocation. The Community Development Director shall have the authority to immediately revoke any Temporary Outdoor Dining Permit for a temporary outdoor dining space if the Community Development Director determines that there has been a violation of any condition of approval or if the temporary outdoor dining space creates a hazard to the public health, safety or welfare of the public. Any revocation of a Temporary Outdoor Dining Permit shall be deemed effective upon the issuance of written notice and the posting of a notice of revocation at the site of the restaurant granted the permit.

C. Appeal. Any decision made by the Community Development Director, pursuant to the authority granted the Community Development Director under this Resolution, may be appealed by the applicant/ permittee to the City Manager by notifying the City Manager of the appeal within three (3) calendar days of the decision. The City Manager shall have authority to sustain, reverse, or modify the decision of the Community Development Director. The City Manager's decision shall be final.

D. Fee Waiver. All application fees and appeal fees directly related to applications for temporary outdoor dining areas as described in this Resolution are hereby waived.

E. Temporary Suspension of Code and Discretionary Permit Requirements. During the effective period of the Temporary Outdoor Dining Permit, all provisions of the Laguna Hills Municipal Code and any restrictions set forth in a discretionary permit regulating uses, nonconforming uses, development standards, parking, signage, permit procedures, or other regulations specifically addressed in the Temporary Outdoor Dining Permit that would otherwise regulate the use and development of private or public property, are hereby temporarily suspended for sites subject to a Temporary Outdoor Dining Permit, to the extent that the Laguna Hills Municipal Code provisions or restrictions set forth in a discretionary permit conflict with the terms of a Temporary Outdoor Dining Permit.

F. Indemnification. As a condition of receiving a Temporary Outdoor Dining Permit, the permittees shall agree to defend, indemnify, and hold harmless the City and its employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the issuance of the Temporary Outdoor Dining Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding.

G. Encroachment Permit. Permittees that utilize public property, including any City-owned property and/or the public right-of-way, shall obtain an Encroachment Permit from the Public Services Department/City Engineer in conjunction with any Temporary Outdoor Dining Permit issued pursuant to this Resolution.

H. Accessibility for Disabled. Areas used for temporary outdoor dining areas pursuant to a Temporary Outdoor Dining Permit shall be accessible to the disabled.

I. Parking Allocations. The Community Development Director is hereby authorized to approve the temporary reallocation of any Code-required parking areas to accommodate temporary outdoor dining area uses.

J. Expiration of Permit. Any Temporary Outdoor Dining Permit issued pursuant to these Interim Procedures shall remain valid until such time as this Resolution is rescinded by the City Council, unless such Temporary Outdoor Dining Permit is revoked earlier by order of the Community Development Director, as authorized herein.

SECTION 2. Any Emergency Temporary Use Permit for outdoor dining issued pursuant to Executive Orders 23 and 32 shall survive termination of Local Emergency Proclamation No. 20-03-18-01 and remain in full force and effect, subject to the Temporary Outdoor Dining Permit Program Interim Procedures established herein, until such time as this Resolution is rescinded by the City Council, unless such Emergency Temporary Use Permit is revoked earlier by order of the Community Development Director.

SECTION 3. By No later than eleven (11) months following adoption of this Resolution, the Community Development Director shall report back to the City Council with recommendations concerning the permanent establishment of the outdoor dining permit program and related amendments to the Laguna Hills Municipal Code.

SECTION 4. The City Council finds that the adoption of this Resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. This Resolution shall take effect immediately upon its adoption and shall continue in full force and effect until rescinded by the City Council.

PASSED, APPROVED AND ADOPTED this 13th day of July 2021.

ERICA PEZOLD, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2021-07-13-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 13th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2521 : Extension of Interim Regulations for Temporary Outdoor Dining)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager/Community Services Director

ISSUE: Cooperative Agreement C-1-3240 Between the Orange County Transportation Authority and City of Laguna Hills for Senior Mobility Program for the City of Laguna Hills Senior Dial-A-Taxi Program

RECOMMENDATION: That the City Council approve the Cooperative Agreement No. C-1-3240 between the Orange County Transportation Authority and City of Laguna Hills for Senior Mobility Program and authorize the Mayor to execute the Agreement.

SUMMARY:

Funding for the City's Senior Dial-a-Taxi program (the Program) is provided by Orange County Transportation Authority Senior Mobility Program (OCTA SMP). The OCTA SMP agreement with the City expired on June 30, 2021. In order to continue with SMP funding, the attached new Cooperative Agreement NO. C-1-3240 between the Orange County Transportation Authority and City of Laguna Hills for Senior Mobility Program (Agreement) will require the City Council's approval and the Mayor's signature. The Agreement has an initial five (5) year term expiring on June 30, 2026. The Agreement may be extended for an additional five (5) year term through June 30, 2031. There are currently 398 Laguna Hills residents that are signed up for the Program, and, of the 398 individuals, 33 residents, on average, actively use the Program.

OCTA's "OC Go" Senior Mobility Program is designed to fill the gap between local fixed-route buses and ADA paratransit, or ACCESS service, by providing local transportation services to seniors in participating cities in Orange County. Under the program, participating cities are eligible to receive funds and vehicles from OCTA to help design

OCTA SMP Coopartive Agreement

July 13, 2021

Page 2

and operate a transit program that best fits the needs of older adults in their communities. Seniors 60 years and older qualify for this Program.

Funding for the Senior Mobility Program comes from Measure M2, Orange County's local ½-cent sales tax measure for transportation. Measure M provides funding for senior/disabled programs including the SMP. One percent of Measure M2's net revenue is allocated to the OCTA SMP, and participating cities receive a formula allocation based on their share of Orange County's population of seniors age 60 years and older. The City of Laguna Hills' OCTA SMP estimated funds for calendar year 2022 are \$35,829.

To support the transportation services of the City's Program, the City Council is also required to approve the Senior Transportation Mobility Services Agreement with California Yellow Cab. That Agreement with California Yellow Cab is included in this agenda packet under a separate staff report.

FISCAL IMPACT:

The City's Senior Dial-a-Taxi Program is funded by monies from the OCTA SMP. The OCTA SMP requires the City to match twenty percent (20%) of the total annual Program expenditures. This match can be made by in-kind contributions such as by Staff time to administer the Program. It is anticipated that there will not be any General Fund impact with California Yellow Cab's transportation services expenses based on current use of the Program and expense coverage by the OCTA SMP. The City can adjust the participant co-pay amount if Program use and costs substantially increases in the coming years. The amount of funding from the OCTA SMP for the City of Laguna Hills for calendar year 2022 is \$35,829.

ATTACHMENTS:

- Cooperative Agreement between OCTA and City of Laguna Hills

COOPERATIVE AGREEMENT NO. C-1-3240**BETWEEN****ORANGE COUNTY TRANSPORTATION AUTHORITY****AND****CITY OF LAGUNA HILLS****FOR****SENIOR MOBILITY PROGRAM**

THIS COOPERATIVE AGREEMENT ("Agreement"), is effective this _____ day of _____, 2021 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California 92653, a California general law city organized and existing under the laws of the State of California (hereinafter referred to as "CITY") each individually known as "PARTY" and collectively known as "PARTIES".

RECITALS:

WHEREAS, CITY is desirous of obtaining transportation services for seniors of CITY; and

WHEREAS, AUTHORITY and CITY agree to enter into the Senior Mobility Program (SMP) concerning senior transportation services; and

WHEREAS, this Agreement defines the roles and responsibilities of AUTHORITY and CITY in executing an SMP for senior transportation; and

WHEREAS, AUTHORITY and CITY agree to comply with all relevant elements of Orange County Local Transportation Authority Ordinance No. 3; and

WHEREAS, AUTHORITY and CITY agree to comply with all elements of the SMP Project U Funding and Policy Guidelines (SMP Guidelines); and

WHEREAS, AUTHORITY's Board of Directors approved this Agreement on May 24, 2021;

1 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as follows:

2 **ARTICLE 1. COMPLETE AGREEMENT**

3 A. This Agreement, including any attachments incorporated herein and made applicable by
4 reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this
5 Agreement between AUTHORITY and CITY and it supersedes all prior representations, understandings,
6 and communications. The invalidity in whole or in part of any term or condition of this Agreement shall
7 not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals
8 are true and correct and are incorporated by reference herein.

9 B. AUTHORITY's failure to insist on any instance(s) upon CITY's performance of any term(s) or
10 condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's
11 right to such performance or to future performance of such term(s) or condition(s), and CITY's obligation
12 in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall
13 not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized
14 representative of AUTHORITY by way of a written amendment to this Agreement and issued in
15 accordance with the provisions of this Agreement.

16 C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or
17 condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such
18 performance or to future performance of such term(s) or condition(s), and AUTHORITY's obligation in
19 respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not
20 be binding upon CITY except when specifically confirmed in writing by an authorized representative of
21 CITY by way of a written amendment to this Agreement and issued in accordance with the provisions of
22 this Agreement.

23 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

24 A. AUTHORITY agrees to provide funds per the SMP Guidelines:

25 1. Services provided under the SMP are available to individuals sixty (60) years of
26 age and older.

2. Funds for the program are identified as one percent (1%) of Renewed Measure M (M2), also called OC GO, net sales tax revenue (Net Revenue) and will be allocated to all local jurisdictions based upon the participating entity's respective percentage of the senior population of the entire County.

3. Senior population will be determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

4. All active participants will receive their portion of funding on a bi-monthly basis.

B. AUTHORITY agrees that Net Revenues allocated shall be expended within three (3) years of receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not be granted beyond a total of five (5) years from the date of the initial funding allocation.

C. In the event the time limits for use of Net Revenues are not satisfied, then any retained Net Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned to AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to any project within the same source program at the discretion of AUTHORITY.

D. AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus paratransit vehicle, at no cost to CITY and no further responsibility to AUTHORITY after vehicle donation. CITY may purchase additional vehicle(s) in excess of their vehicle allocation at a cost of Five Thousand Dollars (\$5,000) per vehicle, subject to vehicle availability.

ARTICLE 3. RESPONSIBILITIES OF CITY

A. CITY must satisfy all M2 eligibility criteria, as specified in the Orange County Local Transportation Authority Ordinance No. 3, Attachment B, Section III, in order to receive their formula allocation for the SMP.

B. CITY agrees that all funds received from AUTHORITY as specified in Article 2A above will be used exclusively for providing accessible senior transportation services as specified in Exhibit A, entitled "Senior Mobility Program Agency Service Plan."

/

1 C. CITY agrees to comply with all elements of the SMP Guidelines as specified in
2 Exhibit A, Attachment 1.

3 D. CITY agrees that Net Revenues allocated shall be expended within three (3) years of
4 receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not be
5 granted beyond a total of five (5) years from the date of the initial funding allocation.

6 E. In the event the time limits for use of Net Revenues are not satisfied, any retained Net
7 Revenues that were allocated to CITY and interest earned thereon shall be returned to AUTHORITY and
8 these Net Revenues and interest earned thereon shall be available for allocation to any project within the
9 same source program at the discretion of AUTHORITY.

10 F. CITY agrees to match twenty percent (20%) of the total annual program expenditures.
11 Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

12 G. CITY may contract with a third-party service provider to provide senior transportation
13 services provided that:

- 14 1. Contractor is selected using a competitive procurement process; and
- 15 2. Wheelchair accessible vehicles are available and used when requested.

16 H. CITY shall procure and maintain insurance coverage during the entire term of this
17 Agreement. Proof of coverage may include commercial insurance, permissible self-insurance or
18 coverage as provided through a joint powers pool, subject to AUTHORITY review and acceptance.
19 CITY shall provide the following insurance coverage:

20 1. Commercial General Liability, to include Products/Completed Operations, Independent
21 Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of \$1,000,000 per
22 occurrence and \$2,000,000 general aggregate;

23 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
24 combined single limit of \$1,000,000 each accident;

25 3. Workers' Compensation with limits as required by the State of California including a
26 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and

1 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy
2 limit-disease, and \$1,000,000 policy limit employee-disease.

3 I. Proof of such coverage, in the form of an insurance company issued policy endorsement
4 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of
5 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days
6 from the effective date of this Agreement with AUTHORITY, its officers, directors, employees and agents
7 designated as additional insured on the general and automobile liability. Such insurance shall be primary
8 and non-contributive to any insurance or self-insurance maintained by AUTHORITY. CITY shall also
9 include in each subcontract the stipulation that subcontractor shall maintain coverage in the amounts
10 required as provided in this Agreement. Subcontractors will be required to include AUTHORITY and other
11 project stakeholders as (an) additional insured(s) on the commercial general liability, auto, and excess
12 liability policies.

13 J. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement
14 Number C-1-3240; and, the Associate Contract Administrator's Name, Luis Martinez.

15 K. In the event CITY obtains a retired AUTHORITY vehicle for SMP services, CITY agrees
16 to transfer vehicle title and registration within fourteen (14) calendar days from taking possession of the
17 vehicle. CITY also agrees to provide documentation to AUTHORITY confirming transfer of vehicle title
18 and registration from AUTHORITY to CITY within thirty (30) calendar days from
19 taking possession of the vehicle.

20 **ARTICLE 4. TERM OF AGREEMENT**

21 A. This Agreement shall commence July 1, 2021 and shall continue in full force and effect
22 through June 30, 2026 (Initial Term), unless earlier terminated or extended as provided in this Agreement.

23 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
24 additional five (5) years, commencing July 1, 2026, and continuing through June 30, 2031 (Option Term),
25 and thereupon require CITY to continue to provide services, and otherwise perform, in accordance with
26 Exhibit A.

C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CITY's default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from commencement through June 30, 2031, which period encompasses the Initial Term and Option Term.

ARTICLE 5. NOTICES

All notices pertaining to this Agreement and any communications from the PARTIES may be made by delivery of said notices in person or by depositing said notices in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To CITY:	To AUTHORITY:
City of Laguna Hills	Orange County Transportation Authority
24035 El Toro Road	550 South Main Street
Laguna Hills, CA 92653	P. O. Box 14184
Attention: Name: Ken Rosenfield Title: Interim City Manager Tel: (949) 707-2615 <i>Email: krosenfield@lagunahillscsca.gov</i>	Orange, CA 92863-1584 Attention: Luis Martinez Associate Contract Administrator Tel: (714) 560-5767 <i>E-mail: lmartinez1@octa.net</i>

ARTICLE 6. FEDERAL, STATE AND LOCAL LAWS

AUTHORITY and CITY agree that in performance of their obligations under this Agreement, they shall comply with all applicable federal, California state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 7. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
(1) the provisions of this Agreement, including all exhibits; (2) all other documents, if any, cited herein or incorporated by reference.

/

/

ARTICLE 8. AUDIT AND INSPECTION OF RECORDS

CITY shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's accounting books, program records, payroll documents and facilities as AUTHORITY deems necessary. CITY 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 CITY's performance hereunder and for a period of five (5) years from the date of final payment by CITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors. CITY shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 9. TERMINATION

AUTHORITY or CITY may, for its own convenience, terminate this Agreement at any time in whole or in part by giving the other PARTY written notice thereof of not less than thirty (30) days in advance of the specified date of termination.

ARTICLE 10. INDEMNIFICATION

A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement .

B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full indemnification of AUTHORITY.

C. As a funding source, AUTHORITY shall not be liable for any claims or losses arising from CITY as a result of using the fund.

/

/

ARTICLE 11. ALCOHOL AND DRUG POLICY

A. CITY agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as Exhibit B. CITY agrees to produce any documentation necessary to establish its compliance with sections 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 12. FORCE MAJEURE

Either PARTY shall be excused from performing its obligations under this Agreement during the time and extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material products, plants or facilities by the federal state or local government; national fuel shortage; or a material act of omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.

/

/

/

/

/

/

/

/

/

/

/

1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Agreement No. C-1-3240 to be
2 executed as of the date of the last signature below.

CITY OF LAGUNA HILLS**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: _____

Erica Pezold
Mayor

By: _____

Darrell E. Johnson
Chief Executive Officer**ATTEST:****APPROVAL RECOMMENDED:**

By: _____

Melissa Au-Yeung
City Clerk

By: _____

Beth McCormick
Executive Director, Operations**APPROVAL RECOMMENDED:**

By: _____

Jennifer L. Bergener
Chief Operating Officer, Operations/
Deputy Chief Executive Officer

Attachment: Cooperative Agreement between OCTA and City of Laguna Hills (2513 : OCTA SMP Coopartive Agreement)



Senior Mobility Program

Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency's council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

Participant Information:

Agency	City of Laguna Hills	Date	12/29/20
Program Contact	Kayle McDonald	Phone	949- 707-2681
Email	Kmcdonald@lagunahillsca.gov		

Service Description:

1. Program goals and objectives:

Provide residents of Laguna Hills 60 year and older affordable door to door taxi service to and from locations within the "Service Area" and "Satellite Destinations." The Service Area is defined as the city limits of Laguna Hills, Laguna Woods and Mission Viejo. The Satellite Destination sites outside the service area are:

Lake Forest Nursing Center- 25652 Old Trabuco Rd., Lake Forest
Freedom Village-23442 El Toro Rd., Lake Forest
Laguna Niguel Metro-Link Station-28200 Forbes Rd., Laguna Niguel
Irvine Metro-Link Station- 15215 Barranca Pkwy, Irvine
Hoag Hospital-16200 Sand Canyon Ave. Irvine
Kaiser Hospital-6640 Alton Pkwy, Irvine
Irvine Spectrum-71 Fortune Dr., Irvine
John Wayne Airport-18601 Airport Way, Santa Ana

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- | | |
|---|---|
| ☐ Directly-Operated | ☒ Subsidized Taxi Program |
| ☒ Contract Service Provider | ☐ Other (Please Describe) |
| ☐ Volunteers | |

Currently contracted with California Yellow Cab.

3. Eligible trips provided under the SMP are limited to the following categories. Please indicate the categories of service to be provided by your program: *(Please check all that apply)*

- | | |
|---|---|
| ☒ Senior Center | ☒ Personal Care |
| ☒ Nutrition | ☒ Shopping |
| ☒ Medical | ☒ Social / Recreation (Please Describe) |

Cultural art centers; community centers; restaurants; movie theatres; concert venues; parks; work out facilities and gymnasiums; tennis, bocce ball, and pickleball courts; golf courses and club houses; community festivals and fairs; visits with family and friends; mortuaries and cemeteries.

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County?

No.

If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

N/A

5. Fare structure:

Residents pay a fare.

6. Number of vehicles:

estimated 8-12

7. Projected annual ridership:

1,000- due to the pandemic, ridership numbers have been adjusted.

8. Source(s) of 20 percent match funding:

Staff costs to administer the program, advertisements (City Views), supplies and equipment.

Program Requirements:

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
 - b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
 - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

IN WITNESS WHEREOF, has formally adopted the Senior Mobility Program Scope of Work as written above.

AGENCY REPRESENTATIVE

Name: Donald J. WhiteTitle: City Manager

OCTA REPRESENTATIVE



Name: _____

Title: CTS Department Manager

Senior Mobility Program Project U Funding and Policy Guidelines

November 2018

1.0 Overview

The Measure M2 (M2) Project U – Senior Mobility Program (SMP) provides funding to support local, community-based transportation service for seniors. Originally established in 2001 using limited state funding for bus operations, M2 Project U SMP funding was established to continue and expand the existing program. A formula funding allocation was established for all Orange County participating cities and eligible agencies based upon their senior population. One percent (1%) of M2 net revenue is used to fund the program and participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures.

Included in the SMP are eligible non-profits. These agencies are funded locally and must also comply with the Guidelines.

2.0 Objectives

- To provide for local, community-based senior transportation services.
- To allow participating cities and eligible agencies to develop and implement senior transportation services to serve their community.
- To provide transit options for seniors which complement rather than duplicate the Orange County Transportation Authority's (OCTA) fixed route and ACCESS paratransit service.

3.0 Eligibility Requirements

Participation in the SMP is contingent upon maintaining M2 eligibility. Participating cities and eligible agencies must be eligible to receive M2 funding, established on an annual basis as specified in the M2 Ordinance Requirements for Eligible Jurisdictions, to receive the formula allocation for this program.¹ Adherence to strict funding guidelines is required.

Participating cities and eligible agencies are required to submit a Service Plan as described in Section 7.0 and must enter into a cooperative funding agreement with OCTA that defines the conditions of use of SMP funds prior to receiving their SMP funding allocation.

¹ Orange County Transportation Authority Ordinance No. 3, Attachment B, Section III

4.0 Funding Allocation Method & Distribution

Funding for the program is identified as one percent of M2 net sales tax revenue and will be allocated to eligible participating cities and eligible agencies based upon the participating cities and eligible agencies' percentage of the senior population of the county. Senior population is determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

Funding allocations are based on actual sales tax receipts. Funding will be distributed on a bi-monthly basis. SMP funds must be expended within three (3) years of receipt.

OCTA may grant a two (2)-year extension beyond the three (3)-year expenditure limitation; however, an extension may not exceed five (5) years from the date of the initial funding allocation. Participating cities and eligible agencies requesting an extension beyond the three (3)-year limitation must submit a justification letter for review and approval by OCTA at least ninety (90) days prior to the end of the third fiscal year.

In the event the time limits for use of SMP funds are not satisfied, any retained SMP funds that were allocated to an eligible participating city and eligible agency, including interest, shall be returned to OCTA.

5.0 Match Requirements

Participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures. Match funding may be made up of cash subsidies, fare revenues, donations, or in-kind contributions such as salaries and benefits for the participating cities and eligible agencies' employees who perform work on the program. Participating cities and eligible agencies may also be required to submit supporting documentation to substantiate local match expenditures. Participating cities and eligible agencies are not required to contribute the minimum match requirement on a monthly basis; however, the minimum 20 percent (20%) match requirement must be met by the end of each fiscal year, defined as June 30.

Participating cities and eligible agencies not satisfying the annual 20 percent (20%) match shall be subject to withholding of funds from future bi-monthly allocations equal to the difference between the amount of Measure M funds actually spent and the amount of Measure M funds actually matched.

Example:

Total Program Expenditures	\$100,000
Total M2 Funding Allocation	\$ 80,000
20% Required Match	\$ 20,000
Actual Reported Match	\$ 15,000

Withholding Calculation:

Total M2 Funds Spent	\$ 80,000
M2 Funding Eligibility Based on Actual Reported Match	- \$ 60,000
Withholding from Future Allocation(s)	\$ 20,000

6.0 Service Guidelines

Services provided under the SMP are available to individuals sixty (60) years of age and older. Participating cities and eligible agencies have discretion in the types of trips provided within Orange County, such as trips to/from senior centers, medical appointments, shopping, personal care, and social/recreational activities. Participating cities and eligible agencies should use discretion when providing trips for social/recreational activities when developing their Service Plan to ensure prudent and appropriate use of taxpayer funds. SMP trips outside Orange County are restricted to medical trips only within approximately ten (10) miles of the Orange County border.

Participating cities and eligible agencies also have discretion in how the service is operated. Senior transportation services may be operated using employees, volunteers, or the jurisdiction may contract with a third-party service contractor. Contractors must be selected using a competitive procurement process and the participating city and eligible agency must ensure the contractor is in compliance with program guidelines and provisions included in the cooperative funding agreement.

Participating cities and eligible agencies whose program offers subsidized taxi service for seniors must ensure trips provided with SMP funding are consistent with the trip types as specified in these guidelines.

Wheelchair accessible vehicles must be available for SMP service.

Participating cities and eligible agencies will perform, or ensure that a contractor performs, maintenance of all vehicles used in the Senior Mobility Program. Participating cities and eligible agencies will ensure that its operators, or its contracted operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity.

Participating cities and eligible agencies may receive one retired OCTA ACCESS paratransit vehicle per year, free of charge, to support their senior transportation programs subject to availability. Any retired ACCESS vehicles in excess of one (1) per year may be purchased for a cost equivalent to the refurbishment cost incurred by OCTA.

7.0 Service Plan Adoption

Participating cities and eligible agencies shall submit to OCTA a SMP Service Plan which defines program services (Exhibit A). The Service Plan must be submitted using a template provided by OCTA and must be adopted by the participating cities and eligible agencies' governing body and approved by the OCTA Board of Directors. Any revision to the adopted SMP Service Plan must be submitted to OCTA in advance for review and approval. Revisions to the trips listed on the Service Plan will require an amendment to the cooperative funding agreement prior to implementing a change in program services.

8.0 Insurance

Participating cities and eligible agencies shall procure and maintain insurance coverage as specified in their SMP cooperative agreements with OCTA.

9.0 Drug and Alcohol Testing

Participating cities and eligible agencies shall establish and implement an alcohol and drug testing program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.

10.0 Marketing and Outreach

Participating cities and eligible agencies shall participate as appropriate in OCTA marketing and outreach efforts to encourage the use of fixed route transit service by older adults.

11.0 Recognition of OCTA Sponsorship

Participating cities and eligible agencies shall note OCTA sponsorship in any promotional material for senior mobility services funded by OCTA and shall display an OCTA-provided OC Go Senior Mobility Program decal on vehicles used in this Program, excluding taxis.

12.0 Vehicle Maintenance

Participating cities and eligible agencies shall perform or ensure that a contracted vendor performs maintenance of all vehicles used in the Program, including:

Daily pre-trip inspections and completion of checklists identifying each vehicle component and system inspected.

Scheduled preventive maintenance that meets or exceeds the vehicle manufacturer's standards.

Maintaining maintenance records for each vehicle for five (5) years.

If required, cooperation in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.

13.0 Eligible Expenses

Participating cities and eligible agencies shall ensure M2 funds are used for eligible direct program-related expenses which may include contract service providers, staff time, vehicle maintenance, fuel, insurance, vehicle acquisition, program supplies and materials, marketing materials, and community outreach. Participating cities and eligible agencies shall ensure all costs are program-related and are fair and reasonable. Administrative costs up to 10 percent (10%) are allowed and considered eligible program expenses. All program expenses are subject to audit.

No M2 funding shall be used by a participating city and eligible agency for other than transportation purposes authorized in the M2 Ordinance.

14.0 Program Revenue

Participating cities and eligible agencies must maintain adequate controls for collecting and reporting program revenue, including donations, fees, and cash fares. Program revenue must be used to support the transportation service and may be used as part of the participating cities and eligible agencies' 20 percent (20%) local match requirement.

15.0 Reporting

Participating cities and eligible agencies are required to submit reports using templates provided by OCTA. Required reporting data will include, but not be limited to, the following:

A. Operational Reports

- Number of Trips by Category
- Vehicle Service Hours
- Vehicle Service Miles

Operational reports are due thirty (30) days after the end of the service month.

B. Financial Reports

- Program Cost Detail by Expense Category and % of Total Operating Cost
- Fares, Fees and Other Operating Revenue
- Participating City and Eligible Agency Total Contribution & Source
- Participating City and Eligible Agency Share as % of Total Operating Cost
- Cumulative Participating City and Eligible Agency Share to Date
- OCTA Contribution
- OCTA Contribution as % of Total Operating Cost

- Cumulative Contribution Received from OCTA
- Total Monthly Program Operating Cost
- Cumulative Total Program Operating Cost

Financial reports are due sixty (60) days after the end of the quarter. Reports must be certified by the participating city and eligible agency's Finance Director or Finance Director's financial designee.

Participating cities and eligible agencies shall be required to maintain supporting documentation to substantiate reporting data. Supporting documentation may include, but is not limited to, actual receipts, contractor invoices, trip sheets, payroll, timesheets, fuel logs, and maintenance records/receipts.

C. Annual Questionnaire and Document Request (AQDR)

Participating cities and eligible agencies shall certify their compliance with these Guidelines annually by having their City Manager or City Manager's department director designee sign a completed version of a questionnaire sent out by OCTA. Jurisdictions shall also submit all compliance-related documents requested by OCTA. Completed AQDRs must be submitted to OCTA within ninety (90) days of the end of the fiscal year reported upon.

Failure to meet the established reporting deadlines for any of these reports may result in future withholding of funding and/or other sanctions to be determined.

16.0 Audits & Inspection of Records

M2 funding is subject to audit. Participating cities and eligible agencies shall maintain program documentation and records for a period of no less than five years. Program documents and records, including but not limited to payroll, trip sheets, invoices, vehicle maintenance, fuel, and other program-related expenses, shall be available for review by OCTA SMP administrators, auditors, and authorized agents upon request. Participating cities and eligible agencies must follow established accounting requirements and applicable laws regarding the use of public funds. Failure to submit to an audit in a timely manner may result in withholding or loss of future funding. Failure to comply with the approved Service Plan will require remediation which may include repayment, reduction in overall allocation, and/or other sanctions to be determined by the OCTA Board of Directors.

Audits shall be conducted by the OCTA Internal Audit Department, or other authorized agent, as determined by OCTA.

OCTA's failure to insist in any one or more instances of a participating city and eligible agency's performance of the provisions set forth in these guidelines shall not be construed as a waiver or relinquishment of the participating city and eligible agency's obligation to comply with these guidelines.

Moreover, only the OCTA Board of Directors shall have the authority to alter and/or waive any requirements/obligations set forth in these guidelines.

ATTACHMENT 2



Orange County Transportation Authority
ACCESS PREOPERATION INSPECTION
DEFECT REPORT

BODY DAMAGE:

Circle and describe any damage to a bus on diagram
of front/rear and two side views

Bus/Van No. _____ Date: _____

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach driven.

1st Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

2nd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

3rd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

PREOPERATIONS INSPECTIONS

Indicate with an (x) that each item has been checked:

AM/PM

☐ Tires/Lug Nuts (wheels & rims)
☐ Motor-Guard
☐ Air System
☐ Lights/Reflectors
☐ Wheelchair Lifts
☐ Wheelchair Lift Cover
☐ Mirrors
☐ Windshield Wipers/Washers
☐ Fire Extinguisher
☐ Steering Mechanism

AM/PM

☐ Emergency Reflectors
☐ Turn Signal Switch/Horn
☐ First Aid Kit
☐ Radio
☐ Driver's Seat/Belt
☐ Door Interlock
☐ W/C Tie Down Straps
☐ Manual Lift Bar
☐ Conduct Walk Around
☐ Parking/Brakes/Service Brakes

DEFECTS: Indicate with an (x) defective items only: (Explain in Detail)

BRAKES

☐ Brake Fluid Leaks
☐ Soft/Hard
☐ Pull to L/R
☐ Dragging
☐ Smoking
☐ Emergency Brake
☐ Other - explain

RETARDER

☐ Light On:
 Brakes Not Applied
☐ Light On:
 Brakes Applied,
 Bus Stopped
☐ Light Not On:
 Brakes Applied,
 Bus Moving

ENGINE

☐ Hot Engine/Water Leaks
☐ Low Oil/Oil Leaks
☐ Starts Hard
☐ No Power/Eng. Ck. Light
☐ Smokes
☐ Idles Rough/Vibration
☐ Exhaust, Vacuum Leaks
☐ Fuel Leaks/LPG/Gas
☐ Other - explain

TIRES/WHEELS

☐ Flat
☐ Embedded Object
☐ Cut
☐ Smooth/Cord
☐ LF RF RRI RRO LRI LRO
☐ Loose Missing Lugs
☐ Other - explain

A/C & HEATING

☐ Off
☐ Too Cold/Hot
☐ Defroster Defect
☐ Ventilation (Blowers)
☐ Fumes
☐ Other - explain

TRANSMISSION

☐ Won't Go Into Gear
☐ Slips/Grinds/Lurches
☐ Excessive Noise
☐ Leaks
☐ Drive Line Vibration
☐ Rear End Noise

LIGHTS

☐ Interior
☐ Exterior
☐ Location: _____

ENTRANCE/EXIT DOORS/

WINDOWS

☐ Slow
☐ Inoperative
☐ Leaks Air
☐ Excessive Play
☐ Other - explain
☐ Emergency Releases

STEERING

☐ Hard/Binds
☐ Shimmy
☐ Excessive Play
☐ Other - explain

VEHICLE CLEANLINESS

☐ Interior
☐ Exterior
☐ Floor
☐ Windows
☐ Seat Condition
Explain: _____

WHEELCHAIR LIFT

☐ Will Not Fold Out
☐ Will Not Lower/Raise
☐ No Restraint Down/Up
☐ Lift Will Not Fold Into Bus

ELECTRICAL EQUIPMENT

☐ Generator/Starter
☐ Turn Signals/Flashers
☐ Horn
☐ Fare Box
☐ Instruments/Gauges
☐ Fuel, Oil, Amp Meter

RADIO

☐ Seats ☐ Handrails ☐ Modesty Panels



Description: _____



Description: _____



Description: _____



Description: _____

OPERATOR(S):

IMPORTANT! Help expedite repairs by providing necessary information regarding defects! Please print.

REPAIRS MADE:

ALL ITEMS COMPLETED - BUS SERVICED AND RELEASED:

Supervisor's Signature _____

Date _____

Senior Mobility Program

Monthly Reporting Form



Agency Information

Service for the -

Month of: JulyYear of: 2021

Participating Agency: _____

Agency Contact Name: _____

Contact Number / Email: _____

Operational Data

Trip Category	One-Way Trips		Service Hours		Service Miles	
	Jul 2021	FYTD	Jul 2021	FYTD	Jul 2021	FYTD
Senior Center		-		-		-
Medical		-		-		-
Nutrition		-		-		-
Shopping		-		-		-
Personal Care		-		-		-
Social & Recreational	-	-	-	-	-	-
Amusement Park		-		-		-
Aquarium / Zoo		-		-		-
Beach / Park		-		-		-
Charity-Social Group Event		-		-		-
Community-Cultural Event		-		-		-
Education / Employment		-		-		-
Family-Friends		-		-		-
Funeral / Memorial Service		-		-		-
Government Office / Service		-		-		-
Library / Museum / Historical Site		-		-		-
Movies / Theater / Concert		-		-		-
Religious Institution		-		-		-
Restaurant		-		-		-
Sporting / Fitness		-		-		-
Transit Center / Hub		-		-		-
Total	-	-	-	-	-	-

Declaration and Submission Confirmation

Agency hereby certifies that this report is a complete and correct statement of the program's operating data.

Submitted By: _____

Signature: _____

Date: _____

THIS REPORT IS DUE NO LATER THAN 30 DAYS AFTER THE END OF THE SERVICE MONTH

Please send this report by email to CTSPROGRAMS@OCTA.NET.

Attachment: Cooperative Agreement between OCTA and City of Laguna Hills (2513 : OCTA SMP Cooperative Agreement)

Senior Mobility Program

Monthly Reporting Form



Agency Information

Service for the -

Month of: JulyYear of: 2021

Participating Agency: _____

Agency Contact Name: _____

Contact Number / Email: _____

Financial Summaries

Cost Category	Jul 2021		FYTD	
	Cost	% of Total	Cost	% of Total
Direct Cost: Contracted Services		0.0%	\$ -	0.0%
Direct Cost: In-House Labor		0.0%	\$ -	0.0%
Direct Cost: Vehicle Expenses		0.0%	\$ -	0.0%
Direct Cost: Marketing / Outreach		0.0%	\$ -	0.0%
Subtotal Direct Costs	\$ -	-	\$ -	-
Indirect Costs? ☐ Yes	\$ -	0.0%	\$ -	0.0%
Total Expenses	\$ -	0.0%	\$ -	0.0%

Above Total Expenses Paid By...	Jul 2021	% of Total	FYTD	% of Total
OCTA Contribution	\$ -	0.0%	\$ -	0.0%
Agency Contribution	\$ -	0.0%	\$ -	0.0%
Total Contributions	\$ -	0.0%	\$ -	0.0%

Above Agency Contribution Sources	Jul 2021	% of Total	FYTD	% of Total
General Fund / In-Kind		0.0%	\$ -	0.0%
General Donations		0.0%	\$ -	0.0%
Transportation Fees / Rider Fares		0.0%	\$ -	0.0%
Title IIIB Funds		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Total Agency Contributions	\$ -	0.0%	\$ -	0.0%

Declaration and Submission Confirmation

Agency hereby certifies that this report is a complete and correct statement of the program's financial data.

Submitted By: Must be by the Finance Director or Designee

Signature: _____

Date: _____

THIS REPORT IS DUE NO LATER THAN 60 DAYS AFTER THE END OF THE SERVICE QUARTER

Please send this report by email to CTSPROGRAMS@OCTA.NET.

Attachment: Cooperative Agreement between OCTA and City of Laguna Hills (2513 : OCTA SMP Cooperative Agreement)



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager/Community Services Director

ISSUE: Award of Senior Transportation Mobility Services Agreement to California Yellow Cab for Transportation Services for the City of Laguna Hills' Senior Dial-A-Taxi Program

RECOMMENDATION: That the City Council approve the Senior Transportation Mobility Services Agreement with Cabco Yellow, Inc., dba California Yellow Cab and authorize the Mayor to execute the Agreement.

SUMMARY:

The City provides a senior dial-a-taxi service by contract, providing a convenient transportation option for seniors that are qualified for this low-cost service, based upon specified criteria and funding made available by the Orange County Transportation Authority (OCTA). California Yellow Cab (CYC) has provided transportation services to the City's Senior Dial-a-Taxi Program (the Program) since the inception of the Program in August 2010. CYC's agreement with the City expired on June 30, 2021, and Staff issued a Notice Inviting Bids for Senior Mobility Transportation Services on June 11, 2021. Bid proposals were due by June 25, 2021, and only one bid proposal was submitted by CYC. CYC is qualified to continue to provide taxi transportation service for the City's Program under a new agreement term. Attached to this staff report is the proposed Senior Transportation Mobility Services Agreement with CYC (Agreement). The Agreement consists of an initial three (3) year term, with one optional two (2) year term extension and reduced rates for the users of this Program. Staff recommends that the City Council approve the Agreement. Funds to support the City's Senior Dial-a-Taxi program are provided by Orange County Transportation Authority Senior Mobility Program (OCTA SMP).

BACKGROUND:

The City provided senior dial-a-taxi service (the Program) provides reduced cost transportation services for seniors for shopping, recreational/social activities, personal business, and standard medical appointments within the Service Area. The Program's Service Area is defined as within the city limits of Laguna Hills, Laguna Woods, and Mission Viejo. Satellite and airport destinations (outside of the Service Area) are also included in this Program and are listed in Table 1 below. The program provides "door-to-door" cab service using easy-access sedans and lift-equipped vans 24 hours per day, 7 days per week, including holidays. Currently, there are 398 Laguna Hills residents that are signed up for the Program, and, of the 398 individuals, 33 residents on average actively use the Program's transportation service. For calendar year 2019, seniors in Laguna Hills utilized 1,732 taxi trips.

Taxi services for the City's Program have been provided by CYC and CYC's contract expired on June 30, 2021. A new agreement for a taxi service provider must be executed to continue forward with Program transportation service. Following the guidelines provided in the City's Purchasing Code, City staff issued a Notice Inviting Bids for Senior Mobility Transportation Services on June 11, 2021. By the bid proposal submittal deadline of June 25, 2021, one sealed bid proposal was submitted by CYC, which was subsequently opened by Staff during the public bid opening in the afternoon the same day. Although the City received only one bid, Staff believes that CYC is qualified to continue to provide services for the following reasons: 1) CYC has provided taxi transportation services to Laguna Hills residents since the inception of the Program and senior residents are satisfied with CYC's services; 2) CYC also provides regional transportation services to other cities' senior transportation programs and therefore is very familiar with transportation service for seniors; 3) City Staff is pleased with CYC's service and CYC's responsiveness to resolve issues that may arise; and 4) CYC did not increase the trip cost for destinations within the Service Area for the first three (3) years of the Agreement term (see Table 1).

Table 1 below provides a comparison of CYC's Program cost per trip for the Initial Term and Renewal Term of the Agreement against the cost per trip for Program transportation services prior to June 30, 2021.

CYC Senior Mobility Agreement

July 13, 2021

Page 3

TABLE 1. CYC Cost Per Trip Comparison			
Cost prior to June 30, 2021		Initial Term (3 years) Cost	Renewal Term (2 Years) Cost
Service Area (any destination within Laguna Hills, Laguna Woods, and Mission Viejo)			
Service Area	\$18	\$18	\$20
Satellite Destinations (outside of Service Area)			
Lake Forest Nursing Center	\$18	\$20	\$22
Freedom Village, Lake Forest	\$18	\$20	\$22
Laguna Niguel/Mission Viejo Metrolink	\$18	\$20	\$22
Irvine Metrolink Station	\$18	\$24	\$26
Hoag Hospital - Irvine	\$18	\$24	\$26
Kaiser Hospital - Irvine	\$18	\$24	\$26
Irvine Spectrum	\$18	\$24	\$26
Airport Travel Destinations			
John Wayne Airport	\$36	\$42	\$44
Second Stop Service (wait time exceeds 20 minutes)			
2 nd Stop Service	\$15	\$15	\$16

Staff recommends the City Council approve and authorize the Mayor to execute the attached Agreement with CYC. The Agreement is for an initial three (3) year term and allows for a two (2) year extension to be awarded to CYC at the City's discretion after the initial term has expired. Funding for the Program comes from Measure M2, Orange County's local ½-cent sales tax measure for transportation. Measure M provides funding for senior/disabled programs including the OCTA SMP. One percent of Measure M2's net revenue is allocated to the OCTA SMP, and participating cities receive a formula allocation based on their share of Orange County's population of seniors age 60 years and older.

In accordance to the City Program guidelines, a copay is charged to senior residents per trip and the City subsidizes the remainder of the cost of the taxi transportation service.

CYC Senior Mobility Agreement
 July 13, 2021
 Page 4

For example, the total cost per trip within the Service Area is \$18 during the initial term of the Agreement and a Program participant is required to only pay a \$5 copay with the balance, or \$13, subsidized by the City through funding provided by the OCTA SMP (see Table 2). The recommended Program participant co-pays for the Service Area, Satellite Destinations, and trips to John Wayne Airport are provided below in Table 2.

TABLE 2. Rider Co-pay and Amount Billed to City for Initial Term			
	Rider Co-pay (1 Way)	Amount Billed to City (1 Way)	Total Cost Per Trip
Service Area (any destination within area)			
City of Laguna Hills	\$5	\$13	\$18
City of Laguna Woods	\$5	\$13	\$18
City of Mission Viejo	\$5	\$13	\$18
Satellite Destinations			
Lake Forest Nursing Center	\$5	\$15	\$20
Freedom Village	\$5	\$15	\$20
Laguna Niguel/Mission Viejo Metrolink Station	\$5	\$15	\$20
Irvine Metrolink Station	\$5	\$19	\$24
Hoag Hospital - Irvine	\$5	\$19	\$24
Kaiser Hospital – Irvine	\$5	\$19	\$24
Irvine Spectrum	\$5	\$19	\$24
Airport Travel Destination			
John Wayne Airport	\$20	\$22	\$42

In order to continue forward with the City's Program, the City Council is also required to approve the Cooperative Agreement NO. C-1-3240 between Orange County Transportation Authority and City of Laguna Hills for Senior Mobility Program. This Cooperative Agreement is included in this agenda packet under a separate staff report.

CYC Senior Mobility Agreement

July 13, 2021

Page 5

FISCAL IMPACT:

The City's Senior Dial-a-Taxi Program is funded by monies from the OCTA SMP. The OCTA SMP requires the City to match twenty percent (20%) of the total annual Program expenditures. This match can be made by in-kind contributions such as by Staff time to administer the Program. It is anticipated that there will not be any General Fund impact with CYC transportation services expenses based on current use of the Program and expense coverage by the OCTA SMP. The City can adjust the participant co-pay amount if Program use and cost substantially increases in the coming years. The amount of funding from the OCTA SMP for the City of Laguna Hills for calendar year 2022 is \$35,829. The table below provides the cost incurred by the City to subsidize the City's portion (or the "Amount Billed to City" in Table 2. above) of the total cost for CYC transportation services over the last five (5) fiscal years. Participant co-pays make up the balance of the total cost for CYC transportation services and are not included in the table below.

Table 3. CYC Expenditures Past Five Fiscal Years	
FY 20/21	~\$3,000
FY 19/20	\$10,218
FY 18/19	\$22,762
FY 17/18	\$31,478
FY 16/17	\$30,673

ATTACHMENTS:

- Proposed Senior Transportation Mobility Services Agreement with Cabco Yellow, Inc., dba California Yellow Cab

SENIOR TRANSPORTATION MOBILITY SERVICES AGREEMENT
Cabco Yellow, Inc.

THIS SENIOR TRANSPORTATION SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this ____ 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 CABCO YELLOW, INC., a California corporation, dba as CALIFORNIA YELLOW CAB (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. On July 13, 2021, City entered into Cooperative Agreement No. C-1-3240 with the Orange County Transportation Authority (OCTA) concerning senior transportation services (the "OCTA Agreement").

B. Pursuant to the OCTA Agreement, OCTA allocates funds to City to be used exclusively for providing accessible senior transportation services. The City utilizes OCTA funding for its Senior Dial-A-Taxi Program, which provides door-to-door taxi service to Laguna Hills residents who are 60 years of age or older.

C. In accordance with the OCTA Agreement, City may contract with a third-party service provider to provide senior transportation services.

D. City requires the services of a qualified contractor to provide senior mobility taxi transportation services to City in accordance with the OCTA Agreement ("Project").

E. On June 11, 2021, the City issued a notice inviting bids for qualified firms to provide senior mobility taxi transportation services to the City for the Project.

F. In response to the notice inviting bids, Contractor has submitted to City a bid proposal to provide senior mobility taxi transportation services to the City for the Project pursuant to the terms of this Agreement.

G. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services for the Project as provided herein.

H. City desires to retain the services of Contractor 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 CONTRACTOR**

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor agrees to provide and perform the senior transportation services for the Project set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference, inclusive of the following: inspection, maintenance and reporting requirements enumerated in Attachment 1 to Exhibit "A," *Pre-Operation Inspection & Defect Report*; Attachment 2 to Exhibit "A," *Drug-Free Workplace Act of 1988*; and Attachment 3 to Exhibit "A," *Contractor's Senior Taxi Transportation Program Bid Proposal, dated June 22, 2021* (hereinafter collectively referred to as the "Services" or "Work"). Contractor further agrees to provide and perform the senior transportation services for the Project in accordance with the OCTA Senior Mobility Program Guidelines, attached hereto as Exhibit "C," and the City's Program Guidelines, attached hereto as Exhibit "D." Both Exhibit "C" and Exhibit "D" are incorporated and made part of this Agreement by this reference. Contractor represents and warrants that all Services and Work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. Contractor further 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 Work or Services assigned to them. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 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 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 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 elected and appointed officers and officials, directors, employees, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.3 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 profession 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 shall defend, indemnify, and hold the City, its elected and appointed officers and officials, employees, directors, volunteers, and agents, 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.

1.4 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.

1.5 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.

1.6 Changes in Scope. City reserves the right to (1) expand or reduce the Service Area, (2) expand or reduce the list of Satellite Destinations outside of the Service Area, (3) eliminate the Airport Travel Destination, as each of these terms is defined in Exhibit "A" Scope of Services, and (4) restrict the number of trips provided to a specific location or particular patron upon (30) thirty days written notice of the change(s) to Contractor.

1.7 Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement and listed in Exhibit "A" Scope of Services, unless such additional services are authorized in advance and in writing by the City's Contract Officer. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City's Contract Officer.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "B" and is incorporated herein by reference. The total maximum contract amount shall not exceed one hundred and sixty-five thousand dollars (\$165,000) during the Initial Term, or one hundred and twenty thousand dollars (\$120,000) during the Renewal Term, as those terms are defined in Section 3.2, (hereinafter referred to as the "Maximum Contract Amount"). City shall have no obligation whatsoever to compensate Contractor more than the Maximum Contract Amount.

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, no later than the tenth (10) working day of such month, Contractor shall submit to the City, in a form approved by the City's Finance Manager, an original 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 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 Appropriations. Contractor expressly acknowledges and understands that the Orange County Transportation Authority ("OCTA") provides funds, up to a set maximum amount, to City to pay for the Project. This Agreement is subject to and contingent upon funds being appropriated therefore by OCTA for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall 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.

3.2 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 July 13, 2021 and ending on June 30, 2024 ("Initial Term"). At its sole option and discretion, and subject to any approvals as may be required by OCTA, the City may extend this Agreement for an additional period of two (2) years ending on June 30, 2026 on the same terms and conditions ("Renewal Term").

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 make all decisions in connection therewith: **Tim Conlon, 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 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.

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 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, or agents shall have control over the conduct of Contractor or any of its officers, employees, agents or volunteers, 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.

B. Contractor 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 Contractor, its officers, employees, or agents in connection with the performance of any Work or Services under this Agreement. Except for professional 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 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 1.7 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from

and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. 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.

B. 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. In addition, Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to City that the subconsultant or subcontractor 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:

A. **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, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (2,000,000.00) in the general aggregate. 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. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each accident covering bodily injury and property damage. The policy shall specifically include coverage for owned, hired, and non-owned automobiles.

C. 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 and the OCTA, and their respective officials, officers, directors, 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:

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 and OCTA, and their respective officials, officers, directors, 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 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.

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 Contractor’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, 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 and OCTA, and their respective officials, officers, directors, 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 and OCTA, and their respective officials, officers, directors 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 and OCTA, and their respective officials, officers, directors, 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 and OCTA, and their respective officials, officers, directors, 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. **The face of the certificates of insurance must reference Cooperative Agreement No. C-1-3240 and the OCTA's Associate Contract Administrator's name, Luis Martinez.** 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 Subcontractors. Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional 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 and OCTA, and their respective officials, officers, directors 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 and OCTA, and their respective officials, officers, directors, 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 received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

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

A. 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.

B. 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.

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 Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. 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.

F. 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 and OCTA, and their respective officials, officers, directors, 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.

7. REPORTS AND RECORDS

7.1 Taxi Records. As set forth in Exhibit "A" Scope of Services, Contractor shall keep complete, accurate, and detailed records and books relating to Contractor's performance of Services pursuant to this Agreement. This shall include, but is not limited to, trip sheets, invoices, vehicle maintenance, fuel, and other Project-related expense records. The records and books shall be maintained and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. The Contract Officer and OCTA 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.

7.3 Release of Documents. All 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.

7.4 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City or OCTA, Contractor shall provide City, OCTA or their respective agents, such access to Contractor's books, records, payroll documents, and facilities as City or OCTA deem 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 five (5) 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 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. In addition, Contractor reserves the right to terminate this Agreement at any time, with or without cause, 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 Contractor may determine.

8.4 Default of Contractor.

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

B. If the City Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he 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.

8.5 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 Contractor 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 is has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

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

10. MISCELLANEOUS PROVISIONS

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

<u>To City:</u>	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600 Facsimile: (949) 707-2633
<u>To Contractor:</u>	Cabco Yellow Inc., dba California Yellow Cab Attention: Tim Conlon, President 520 W. Dyer Rd. Santa Ana, CA 92707 Telephone: (714) 427-2555 ext. 112 Facsimile: (714) 438-0405 tconlon@cayellow.com

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

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

party hereto.

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

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

[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:

(SEAL)

MELISSA AU-YEUNG,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONTRACTOR"
CABCO YELLOW, INC., dba
California Yellow Cab

By: 

TIM CONLON,
President

By: 

ROBERT BOWSHER
Chief Financial Officer

Exhibit “A”

SCOPE OF SERVICES

1. Service to be performed by CONTRACTOR. Services to be performed by CONTRACTOR under this Agreement shall be as follows:

- a. Accept telephone requests from Laguna Hills residents registered to participate in the CITY's Senior Dial-A-Taxi Program (“Program”) and dispatch a vehicle to the pick-up location. Transportation program shall be both demand responsive and also allow advanced pre-scheduled reservations within the city limits of Mission Viejo, Laguna Hills, and Laguna Woods (hereinafter referred to as the “Service Area”). Trips to be provided will include any destination point for shopping, errands, social/recreational, and personal business within the Service Area as stipulated in the CITY’s OCTA Agency Service Plan. The vehicle shall arrive on time at the scheduled pick-up location, but in any event, no more than thirty (30) minutes after the scheduled pick-up time. In addition to transportation services within the Service Area, CONTRACTOR shall provide taxi service to the following Satellite Destinations outside the Service Area:

- Lake Forest Nursing Center, 25652 Old Trabuco Rd., Lake Forest
- Freedom Village, 23442 El Toro Rd, Lake Forest
- Laguna Niguel/Mission Viejo Metrolink Station, 28200 Forbes Rd, Laguna Niguel
- Irvine Metrolink Station, 15215 Barranca Parkway, Irvine
- Hoag Hospital, 16200 Sand Canyon Ave, Irvine
- Kaiser Hospital, 6640 Alton Pkwy, Irvine
- Irvine Spectrum, 71 Fortune Dr., Irvine

The following Airport Travel Destination outside of the Service Area is serviced by the program at an additional charge:

- John Wayne Airport, 18601 Airport Way, Santa Ana

- b. CONTRACTOR shall provide “second stop” service to assist the frailest customers (those individuals using a walker/wheelchair or cane) with quick errand trips on the return portion of a round trip. The “second stop” service must be within one mile of the initial destination and the CONTRACTOR will wait twenty (20) minutes while the customer completes the errand. The CITY will reimburse the CONTRACTOR for any time over the twenty (20) minute wait time as outlined in Exhibit "B" to the Agreement. CITY reserves the right to cancel the “second stop”

service if the CITY determines the wait time routinely exceeds the (20) minute wait time requirement.

- c. Days and Hours of Operation: CONTRACTOR shall provide reservations and taxi services seven (7) days a week twenty-four (24) hours a day including holidays.
- d. CITY taxi passengers shall pay a co-pay per trip (one way), as determined by the CITY for any distance traveled within the Service Area, to all Satellite Destinations outside of the Service Area, and to Airport Travel Destinations as set forth under "Rider Co-pay" in Exhibit "B" to the Agreement. Eligible patrons must show their client ID badge when entering the taxi. CONTRACTOR will invoice the CITY at the rate agreed to by the CITY and identified in Exhibit "B" to the Agreement, Schedule of Compensation/Fees.
- e. Complaints: CONTRACTOR will provide the CITY with the name of a contact person and phone number to call for reporting customer complaints. Within twenty-four (24) hours of a reported complaint, CONTRACTOR's assigned customer service representative will contact the client to resolve the problem and report client complaint to the CITY. Within forty-eight (48) hours of the reported complaint, CONTRACTOR's customer service representative will fax or e-mail to the CITY the steps they are taking to address the client's problem.
- f. CONTRACTOR shall gather ridership data, as determined and required by the CITY, and report such information to the CITY with the monthly invoice.
- g. Telephone Line: CONTRACTOR shall provide a toll-free telephone number (877) 809-6587 for use by CITY's Dial-A-Ride passengers.
- h. Vehicles, Maintenance, Appearance/Inspections:
 - 1. Vehicles: it shall be CONTRACTOR'S responsibility to maintain and operate all participating vehicles at its sole cost and expense, and CONTRACTOR shall pay all costs relating to maintenance, insurance, fuel, taxes, fringe benefits, licensing, dispatching, radio equipment, training, supervision, management, service monitoring and vehicular accident reporting. All such liability shall be the sole responsibility of CONTRACTOR. Taxis shall have a taxi metering device with a current approval and inspection by the Department of Weights and Measures. CONTRACTOR shall make available and use wheelchair accessible vehicles when requested. Such vehicles shall meet all Americans with Disabilities Act accessibility standards. CONTRACTOR shall assure that participating vehicles meet all applicable codes, laws and regulations.

At a minimum, CONTRACTOR shall perform the following in accordance with the OCTA Senior Mobility Program (SMP) Guidelines:

- a. Daily pre-operation inspections that meet or exceed the guidelines provided in the attached Access Pre-operation Inspection Defect Report (Attachment 1).
 - b. Scheduled preventative maintenance that meets or exceeds the vehicle manufacturer's standards.
2. CONTRACTOR shall maintain maintenance records for each vehicle for (5) five years and shall cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
 3. Appearance: All vehicles shall display the same CONTRACTOR logo.

All taxis shall be cleaned daily prior to each vehicle service day and shall be kept clean throughout the day. Vehicle exteriors shall be washed not less than once per week, and after any rain or other circumstances that compromise the vehicles' clean appearance. Floors shall be free of stains, paper or other debris, gum or other sticky substances. Windows shall be free of dirt, dust, smudges, hands or fingerprints, exterior or interior. Dashboards, wheel wells, rails and ledges shall be kept clean, dirt and grease free. Seating areas shall be kept clean and in good repair with attention paid to cleaning upholstery on a regular basis. Wheelchair lifts and other accessibility features shall be kept clean and in good repair.

CITY reserves the right to require CONTRACTOR to remove from service any vehicle that does not meet its appearance and cleanliness standards.

4. With the exception of taxis, CONTRACTOR shall display a CITY-provided OC Go Senior Mobility Program decal on vehicles used in this Program.
 - i. Upon receipt of notice from the CITY, the CONTRACTOR shall promptly correct any deficiency in CONTRACTOR'S performance of this Agreement.
2. Reporting Requirements:
 - a. Daily Records: CONTRACTOR shall keep records of customer service reservations taken. Reservations shall include the client's name, telephone number, pick-up and drop-off address, time the call was received and time the call was dispatched.

- b. **Monthly Program Performance Report:** A Monthly Program Performance Report shall be attached to the CONTRACTOR's billing invoice and shall include the following: Date, Passenger ID #, Passenger Name, Pick up address, Drop off address, Pick up time, Drop off time, Trip Miles, Co Pay, Trip type (trip category or purpose), Number of trips per client, No shows and Cancellations.
 - c. **Incident Reports:** Drivers shall be required to complete "incident reports" after any out of the ordinary occurrence during service. Such reports must be submitted to CITY for review within 24-hours and should be submitted after such incidents as disputes with or between passengers, passenger injury or accidents (during boarding or on-vehicle), passenger misconduct, and vehicular accidents.
 - d. **Vehicle Accidents:** CONTRACTOR shall have sole responsibility, at its own cost and expense, for repair of any taxi damaged in a vehicular accident. CITY retains the right to investigate any vehicular accident involving a taxi providing Services under this Agreement, and may request drug/alcohol screening of a driver found to be at fault under specific circumstances.
 - e. **Patron Complaints:** CITY and CONTRACTOR shall investigate and document all complaints or citizen concerns as a part of Program administration by collecting as much pertinent information regarding the complaint as possible from the complaining party. CITY may require complaint investigation on the part of CONTRACTOR. CITY reserves the right to exclude any of CONTRACTOR's employees or drivers from participating in the Program due to findings relating to a complaint or service issue.
 - f. **Retention/Review of Records:** The CONTRACTOR shall maintain all records pertaining to the services performed under this Agreement for a period of five (5) years. The CONTRACTOR shall make its records pertaining to this Agreement available to the CITY upon request during regular business hours either for inspection or audit.
3. **Driver Qualifications.** All drivers shall be licensed to operate a taxi and hold a current permit issued in accordance with Government Code section 53075.5. Drivers must be properly trained to proficiency to perform duties safety, and in in a manner which treats all riders with respect and dignity. Disability awareness and passenger assistance must be included in this training. Drivers must have a satisfactory Department of Motor Vehicles record. Drivers must receive sensitivity and safety training. Drivers shall assist any passenger having difficulty in boarding. Drivers shall assist passengers in wheelchairs with boarding and tie downs. Drivers are to be alert, clean, careful, courteous and competent in their driver skills. Drivers shall conform to CONTRACTOR'S dress code. Contractor is responsible for ensuring that all drivers possess the qualifications required by this Section.
4. **Alcohol and Drug Policy.** CONTRACTOR agrees to establish, implement and maintain during the term of this Agreement and any renewals thereof an alcohol and drug program

that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached hereto as Attachment 2. CONTRACTOR agrees to produce any documentation necessary to establish its compliance with Sections 701-707.

Attachment 1 to Exhibit "A"

Access Pre-operation Inspection Defect Report



Orange County Transportation Authority ACCESS PREOPERATION INSPECTION DEFECT REPORT

Bus/Van No. _____ Date: _____

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach driven.

1st Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

2nd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

3rd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

PREOPERATIONS INSPECTIONS

Indicate with an (x) that each item has been checked:

AM/PM	AM/PM
☐ Tires/Lug Nuts (wheels & rims)	☐ Emergency Reflectors
☐ Motor-Guard	☐ Turn Signal Switch/Horn
☐ Air System	☐ First Aid Kit
☐ Lights/Reflectors	☐ Radio
☐ Wheelchair Lifts	☐ Driver's Seat/Belt
☐ Wheelchair Lift Cover	☐ Door Interlock
☐ Mirrors	☐ W/C Tie Down Straps
☐ Windshield Wipers/Washers	☐ Manual Lift Bar
☐ Fire Extinguisher	☐ Conduct Walk Around
☐ Steering Mechanism	☐ Parking/Brakes/Service Brakes

DEFECTS: Indicate with an (x) defective items only: (Explain in Detail)

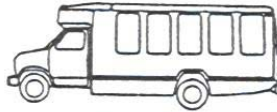
BRAKES	RETARDER	ENGINE
☐ Brake Fluid Leaks	☐ Light On:	☐ Hot Engine/Water Leaks
☐ Soft/Hard	☐ Brakes Not Applied	☐ Low Oil/Oil Leaks
☐ Pull to L/R	☐ Light On:	☐ Starts Hard
☐ Dragging	☐ Brakes Applied,	☐ No Power/Eng. Ck. Light
☐ Smoking	☐ Bus Stopped	☐ Smokes
☐ Emergency Brake	☐ Light Not On:	☐ Idles Rough/Vibration
☐ Other - explain	☐ Brakes Applied,	☐ Exhaust, Vacuum Leaks
	☐ Bus Moving	☐ Fuel Leaks/LPG/Gas
TIRES/WHEELS		☐ Other - explain
☐ Flat	A/C & HEATING	TRANSMISSION
☐ Embedded Object	☐ Off	☐ Won't Go Into Gear
☐ Cut	☐ Too Cold/Hot	☐ Slips/Grinds/Lurches
☐ Smooth/Cord	☐ Defroster Defect	☐ Excessive Noise
☐ LF RF RRI LRI LRO	☐ Ventilation (Blowers)	☐ Leaks
☐ Loose Missing Lugs	☐ Fumes	☐ Drive Line Vibration
☐ Other - explain	☐ Other - explain	☐ Rear End Noise
LIGHTS	ENTRANCE/EXIT DOORS/	STEERING
☐ Interior	WINDOWS	☐ Hard/Binds
☐ Exterior	☐ Slow	☐ Shimmy
☐ Location: _____	☐ Inoperative	☐ Excessive Play
	☐ Leaks Air	☐ Other - explain
VEHICLE CLEANLINESS	☐ Excessive Play	ELECTRICAL EQUIPMENT
☐ Interior	☐ Other - explain	☐ Generator/Starter
☐ Exterior	☐ Emergency Releases	☐ Turn Signals/Flashers
☐ Floor	WHEELCHAIR LIFT	☐ Horn
☐ Windows	☐ Will Not Fold Out	☐ Fare Box
☐ Seat Condition	☐ Will Not Lower/Raise	☐ Instruments/Gauges
Explain: _____	☐ No Restraint Down/Up	☐ Fuel, Oil, Amp Meter
	☐ Lift Will Not Fold Into Bus	
RADIO	☐ Seats	☐ Handrails
	☐ Modesty Panels	

BODY DAMAGE:

Circle and describe any damage to a bus on diagram of front/rear and two side views



Description: _____



Description: _____



Description: _____



Description: _____

OPERATOR(S):

IMPORTANT! Help expedite repairs by providing necessary information regarding defects! Please print.

REPAIRS MADE:

ALL ITEMS COMPLETED - BUS SERVICED AND RELEASED:

Supervisor's Signature _____

Date _____

Attachment 2 to Exhibit "A"
Drug-Free Workplace Act of 1988



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, *(raising the contractor amount from \$25,000 to \$100,000)*, requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).

Page 2 of 2

Revised: 03/03/2010

Attachment 3 to Exhibit "A"
 Contractor's Senior Taxi Transportation Program Bid Proposal, dated June 22, 2021



California Yellow Cab

520 West Dyer Road Santa Ana, California 92707
 714.427.2555 www.CaliforniaYellowCab.com

(714) 444-4444

(949) 444-4444

(657) 444-4444

June 22, 2021

City of Laguna Hills
 Attention: David Reynolds
 24035 El Toro Road
 Laguna Hills, CA. 92653

Hello Mr. Reynolds,

Cabco Yellow Inc., dba California Yellow Cab (CYC) would kindly like to express interest in providing transportation services to the City of Laguna Hills. The proposal shall remain valid for a period of not less than 120 days from the date of submittal.

In business since 1995, CYC has a long history of providing transportation services that go far beyond the traditional forms of taxicab services. Early in the company's history, we identified underserved segments of Orange County's population and sought to craft an on-demand service option for those affected by the challenges of public transportation. Today, CYC remains the largest and most adaptive taxicab fleet in the county, providing seniors and paratransit passengers the opportunity to get where they need to go, without doing so according to a bus schedule.

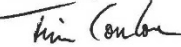
We are confident that at CYC we have the dedicated drivers and representatives to complete all tasks. In addition, our drivers not only are professional, but they will treat seniors with respect, help them in and out of the vehicle if permitted, have patience, and drive cautiously at all times.

Currently, we are contractors to the City of Laguna Hills along with numerous senior transportation programs in the county including Brea, Cypress, Fountain Valley, Fullerton, Mission Viejo, Orange, Yorba Linda, Garden Grove, Laguna Woods and others.

We have carefully reviewed the Scope of Services included with this Invitation for Bids, and are also familiar with the requirements of the Orange County Transit Agency's Senior Mobility Program and are capable of adhering to all stated requirements of both entities.

CYC is delighted to have the opportunity to submit this Proposal to you and we welcome the opportunity to continue to meet the transportation needs of seniors in your fine City.

Sincerely



Tim Conlon
President
520 W Dyer Road, Santa Ana, CA 92707
T714.427.2555 X112
tconlon@cayellow.com

Company Summary

Legal Name of Company:

Cabco Yellow, Inc.

Db Name of Company:

California Yellow Cab

520 W. Dyer Rd

Santa Ana, Ca 92707

www.CaliforniaYellowCab.com

Dispatch Phone Numbers:

(714)444-4444

(949)444-4444

(657)444-4444

(877)935-5692

Name and Title of Person Completing Proposal:

Tim Conlon, President

P (714)427-2555 Ext. 112

F (714)438-0405

tconlon@cayellow.com

Employer Identification Number:

33-0723354

Statement of Ownership:

5

Cabco Yellow, Inc. is a California S-Corp,
Wholly owned by William Rouse

Years in Business:

Since 1995; 25 years

Failures or Refusals to Complete Any Contracts:

None

Arbitrations, lawsuits, settlements, etc. in the last 5 years

There is no pending litigation or arbitration for Cabco Yellow Inc., other than that related to normal operational vehicle accident activity which has resulted in routine litigation, which is being addressed by our company's insurance carrier. Additionally, there are no other conditions – including those identified above – that Cabco Yellow believes would impede on the company's ability to service the program.

Financial Interests in Other Lines of Business:

DriveU San Diego, Long Beach Yellow Cab, Administrative Services Company

Project Summary & Proposed Operational System for City of Laguna Hills

California Yellow Cab - CYC - proposes to establish a toll-free telephone number for use by the Senior Mobility Program (SMP) patrons in the City of Laguna Hills. By using this number, program participants may call for on-demand service with the expectation of a cab arriving at the pick-up address within sixty (60) minutes, during program service hours. The phone number will automatically identify the caller as a program participant, and the participant would then only need to provide basic trip information along with their SMP I.D. number.

In addition to routine on-demand service, program participants may use the same phone number with the same identifying protocols for reservation service when possible, up to two weeks in advance. This can provide CYC dispatch with the ability to pre-route these trips to select drivers.

Reporting and Billing

Documentation and reporting on the part of CYC is managed via our proprietary digital-dispatch system. In addition to monthly trip data and invoicing, highly detailed electronic records are kept in our archiving, and can be accessed and placed into a report in as little as twenty-four hours. Information submitted, stored and readily available for any reporting purposes include rudimentary dispatch data like passengers' names, pick-up locations, destinations, dates and times of travel, passenger ID number, and additional contact

information. Additionally, this data includes GPS "ping" information from the cabs themselves that provide accurate data on the route taken during a trip, vehicle speed, performance standards data, records of customer contact including audio recordings of every call to or from a customer, and event records for each trip like times of pickups and drop offs.

Complaints and Incidents

All complaints will be reviewed by the Project Manager within 24 hours. From there, a remedy for the issue would be offered in addition to the City being contacted as to the status of the issue within 48 hours. Appropriate action would be taken to ensure the complaint does not arise again in any area of our operations.

We view incidents between drivers and passengers as among the most serious of problems that can occur in a program like this. CYC is a *service* business, and therefore any incident that may occur is not acceptable. Once a report of an incident is received, the Field Operations Supervisor will be charged with obtaining the details of the incident and following up. A detailed report of any accident, injury, or any dispute will be completed and provided to the City.

Per our routine day-to-day operations, any and all accidents receive the immediate attention of CYC accident investigators. These individuals are charged with rapidly responding to an accident scene. They use the appropriate reporting protocols to complete a formal investigation report that includes interviews of affected parties, measurements of the scene and photographs of the incident and the surroundings.

CYC was one of the first taxicab companies in the U.S. to electronically archive all trip data and continues to do so as a matter of routine, for three years so as to permit rapid forwarding of this data upon request.

Detailed itemization of trip data is included in the monthly invoicing. An accounting of ridership, in a line-by-line format is provided so as to aid in auditing and oversight of the program.

Experience

CYC has been in the Seniors and Paratransit transportation business since its inception some twenty plus years ago (1995), and is the current service contractor for seniors' programs in the cities of Brea, Fullerton, Cypress, Laguna Hills, Laguna Woods, Mission Viejo, Orange, Garden Grove, Rancho Santa Margarita and others. Additionally, we are the primary contractor for John Wayne Airport, a franchise in the City of Anaheim and have a number of independent private care organizations, all requiring ADA compliance and driver Sensitivity Training programs.

Of particular note are the twelve years' experience servicing the 25,000 seniors residing in Laguna Woods with a consistent sub 1% complaint record.

As the John Wayne Airport (JWA) contractor, we are continually challenged to innovate and update our fleet and methods for accommodating the traveling public. What we learn from our operations at JWA are modern fleet protocols, advanced customer service methods, situational awareness training for our staff and drivers, and skills in handling

seniors, developmentally disadvantaged and varying cultural expectations. These advances are incorporated into our street-fleet driver training programs and help ensure consistency throughout our fleet.

Fleet and Maintenance

CYC has a diverse fleet consisting of conventional sedans, 6-passenger minivans, and ADA compliant wheelchair-access vans. The average age of the CYC fleet is 4 years.



All of our taxicabs undergo a rigorous maintenance program, designed to ensure safe and dependable transportation for passengers. Records of inspections and maintenance logs are kept by our company as a permanent record for the vehicles. These records are available for City staff review upon request.

The heart of our vehicle maintenance program called *Preventive Safety and Maintenance Inspection* (PSMI). This program is designed to identify and correct any and potential vehicle issues before they become a more serious problem.

Monthly Safety Inspections

Every cab in our fleet is inspected every 30 days, to check for any vehicle malfunctions or unsafe conditions including, but not limited to:

- Headlights, tail lights, brake lights, interior lights, and turn signals
- Steering
- Windshield wipers
- Tires
- Oil, transmission fluid, etc.
- Warning lights on display
- Body, windshield or interior damage
- Leakage of any fluids
- Horn
- Mirrors
- Double-check the hood to ensure both latches are fastened securely
- **Wheelchair Vehicles: hand rails, wheelchair tie-downs (manual or power), internal and exterior lighting, operation of ramp/lift, etc.**

If any malfunction or damage is observed, the vehicle is not driven.

Interval PMSI Inspections

PMSI inspections are conducted at 5,000-mile intervals. The vehicle's engine oil and filter are changed at each inspection, and the brakes are inspected and adjusted, if necessary. Every 30,000 miles, each vehicle undergoes a more thorough PMSI, which includes items not specifically addressed in the preceding inspections.

Automated Maintenance Tracking System

Our company uses an automated driver and vehicle maintenance tracking system which proactively monitors every driver and vehicle in the fleet and records the mileage of each vehicle weekly. Critical driver and vehicle in the fleet and records the mileage of each vehicle weekly. Critical driver data tracked by our system includes:

- Driver license and expiration
- Norton Medical expiration (drug screening)
- OCTPA driver permits and expiration
- H6 infractions

Critical vehicle data tracked includes:

- Vehicle registration and expiration
- Vehicle mileage (weekly) and preventative maintenance required
- OCTAP permits and expiration

The program also contains a history of the vehicles' previous inspections. Based upon all of this information, the program will sort the entire fleet and will identify the vehicles that will be coming due for an inspection within the next week, as well as identifying which inspection is due. This information is then conveyed to the Scheduling and Dispatch Department to ensure that the required vehicles are available for the Maintenance Department on the day that they are requested.

All CYC cabs are professionally washed on a weekly basis and drivers are required to maintain a clean and tidy vehicle at all times. All cabs are randomly inspected in the field. Any dirty or foul smelling vehicles are removed from service right away, and re-inspected for corrections before being returned to service.

California Yellow Cab has been taking the following steps to protect both the seniors and drivers from the spread of the Covid-19 virus. Although it is not guaranteed that they will not be exposed, studies have shown that if followed there will be a greatly decreased likelihood of contracting the virus.

Every Three Days

- Vehicle is disinfected at the main office
- Complete thorough cleaning of all interior surfaces
- Restock of all required supplies

Start of Each Day

- Driver will check supply inventory of masks, gloves, and disinfecting wipes
- Wipe down of all interior surfaces
- Safely dispose of any used cleaning supplies or protective equipment

After Each Passenger

- Using the disinfecting wipes and while wearing gloves they will wipe down passenger area. Specifically, any area of contact; door handles, window controls, credit card processor, headrest, etc. **Note:** While we encourage the wearing of facial coverings by all passengers and will make them available for drivers to offer those passengers that do not have them it is still a personal choice that each passenger will make for themselves (unless the City requires all passengers to wear one).

Most CYC cabs are distinct and identical in appearance with a black lower 1/3rd panel and a yellow upper body. Identifying decals are in black, and the decals are arranged in the same position on all vehicles with the California Yellow Cab logo on the front.

Operations Base in Santa Ana

Owned by us, our base has approximately 2600 sq. feet of office space and more than 5000 sq. feet of logistics and maintenance facilities, we employ six full-time staff members in our administrative offices and contract with a dozen more on-site fleet-maintenance technicians and specialists in our independently owned and operated service facility.

All scheduled and unscheduled maintenance, with the exception of certain bodywork and machine shop work, is performed here. Our maintenance facility is fully equipped to easily perform maintenance ranging from routine oil changes to complete driveline and chassis rebuilds. Our shop meets all local zoning requirements and possesses the equipment and is staffed by highly trained and certified technicians.

Driver Training & Policies

All drivers with California Yellow Cab (CYC) are independent contractors, as is the case with all cab companies in the County.

All applicants must be able to produce the following:

- An Excellent Driving Record
 - Current, valid California Driver's License

- Verified ten-year (H6) driving record with no more than two moving violations within the previous three years, and ZERO serious violations such as reckless driving, or driving while under the influence of drugs or alcohol
- OCTAP Taxi Driver Permit
 - Pass a drug and alcohol screening initially, annually, and randomly
 - Be Live Scan fingerprinted with the Orange County Sheriff's Department
 - Successfully pass a State and Federal background check
 - Provide proof of legal residency
 - Be placed on the DMV *Pull-Notice* program
 - Be photographed with copies placed into their permanent OCTAP record

Only after successfully producing the above will a prospective driver be considered for a Lease under the CYC livery.

CYC uses a driver training program comprised of a four-module training platform called *Operations, Safety, Service and Review* (OSSR). OSSR focuses much more in-depth on customer service, fare collection policies and sensitivity training for providing rides to seniors and individuals with disabilities. Encompassing some 30 hours of classroom and on-the-road training, and typically presented over a 3-day training period.

Training occurs before the driver is leased a vehicle, annually and refresher trainings are available every six months. If there is an update or changes to program guidelines

trainings are conducted right away to ensure all drivers understand and follow the new guidelines.

All of the seniors programs we service have asked that our drivers wear a white shirt with dark trousers and dark-color shoes. Drivers have the option of participating or not, but if they elect to participate, they must adhere the programs' requirements.

Drug and Alcohol Policy

CYC is dedicated in providing safe, dependable, and efficient transportation services to our customers. Our safety-sensitive employees' and affiliate's use of illegal drugs and misuse of alcohol poses a significant risk to public safety, as well as the employee's and affiliate's health and wellbeing, and can cause loss of efficiency, productivity, or a disruptive work environment. CYC's drug and alcohol policy is intended to comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They include DOT 49 CFR Part 40 as amended, ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"); FTA 49 CFR Part 655 ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"); DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and CA Govt. Code Section 8350 et. Seq. ("Drug-Free Workplace Act of 1990"). The policy incorporates the requirements of above regulations for safety-sensitive employees and others when so noted (this policy is available at any time). Drivers undergo an FTA Drug and Alcohol test initially (pre-employment) and must be enrolled in a random pool.

References

California Yellow Cab (CYC) is aware of the scope of work and all the tasks that the City of Mission Viejo requires. The following information includes references and current clients:

2004-Present

City of Laguna Woods

Yolie Trippy, Deputy City Clerk

24264 El Toro Road, Laguna Woods, CA 98263

T949-639-0561 ytrippy@cityoflagunawoods.com

2012-Present

City of Orange

Katherine Connaghan, Executive Director

170 S Olive St, Orange, CA 92866

T714-538-9633 katherine@orangeseniorcenter.org

2017-Present

City of Laguna Niguel

Ben Dieterle, Recreation Coordinator

24602 Aliso Creek Rd, Laguna Niguel, CA 92677

T949-425-5153 bdieterle@cityoflagunaniguel.org

2017-Present

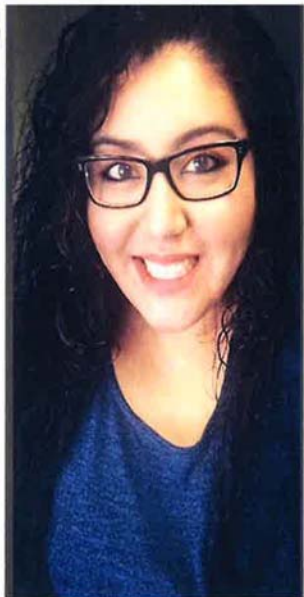
City of Lake Forest

Victoria (Vicky) Blethen, Recreation Manager
T949-461-3408 VBlethen@lakeforestca.gov
100 Civic Center Dr, Lake Forest, CA 92630

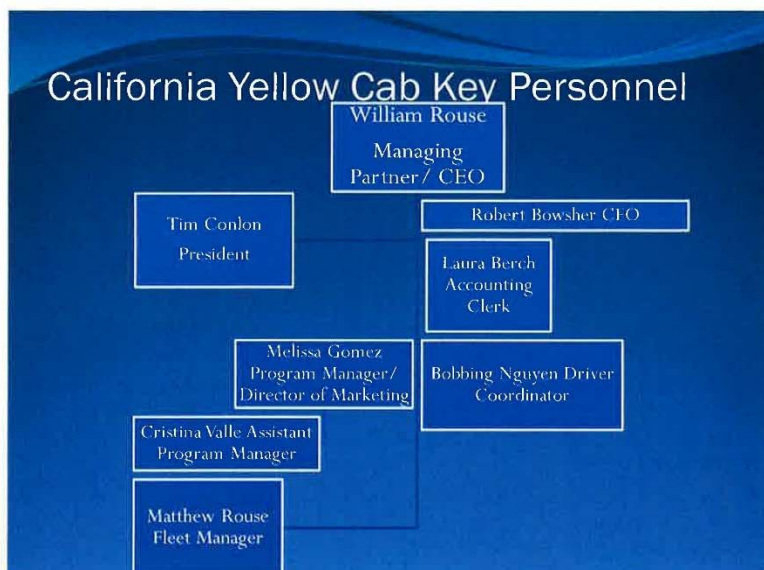
Proposed Staffing: All located at the Santa Ana office. 520 W Dyer Rd, Santa Ana, CA



Tim Conlon- Mr. Conlon had served as the General Manager responsible for the day-to-day operations of California Yellow Cab (CYC) since the company's inception in 1995. As the company's current President, Mr. Conlon's responsibilities include supervision of mechanical staff, vehicle inspections, securing proper vehicle permits and registrations, and administering risk management functions. Mr. Conlon has a bachelor's degree from California Polytechnic University and will remain the primary contact for the City of Mission Viejo with a high commitment for this assignment, available throughout the program's duration.



Melissa Gomez- As the Director of Marketing since January 2017 Ms. Gomez is responsible for ensuring our company meets program guidelines and outcome objectives according to the highest standards of service. Ms. Gomez is also the Project Manager managing existing relationships and leading in handling service issues and/or complaint resolutions relevant to the programs in Orange County. Ms. Gomez has a long history in the transportation sector as a dispatcher, non-emergency transportation driver, and now as a Project manager ensuring seniors receive the best service possible and are transported in a safe and timely manner. Ms. Gomez received a bachelor's degree from California State University San Bernardino and a master's degree in Communications from California Baptist University.



Key Personnel Statement: President Tim Conlon, Director of Marketing/Program Manager Melissa Gomez, and Assistant Program Manager Cristina Valle will be available to the extent proposed for the duration of the project and acknowledge that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

TIMOTHY CONLON

President

EDUCATION

Mount San Antonio College

California Polytechnical University, Pomona

PROFESSIONAL***California Yellow Cab, 1996 to Present***

President / General Manager responsible for the day-to-day operations of the Company including driver hiring and training, supervision of mechanical staff, vehicle inspections, securing proper vehicle permits and registrations, administering risk management functions.

West Coast Transportation Network, 1994-1996

Series of progressively responsible positions from, dispatcher, accident investigator, office manager, general manager.

GMS Imports, 1990-1994

Regional Sales Manager for a furniture importer for the Western United States. Responsible for merchandising and marketing new lines and implementing and conducting sales training for affiliates.

Conlon Tire, Inc., 1972-1990

President and General Manager of family owned business until sold in 1990.
Series of progressively responsible positions including, marketing and
advertising director, merchandising coordinator, customer service and human
resources director.

AFFILIATIONS Santa Ana Chamber of Commerce

ACHIEVEMENTS Newport Beach Chamber of Commerce

AWARDS Lions International, Past Committee Chairperson

Project Caring Connections – Newport Mesa Unified School District

Anaheim / Orange County Visitor and Convention Bureau

Taxi and Paratransit Association of California – Director / Past President

While Cabco Yellow Inc. will utilize over 200 independent contractor drivers and our experienced call center staff for the day to day operations of this program, it will be the responsibility of the President, Tim Conlon, with help of Program Manager, Melissa Gomez to coordinate these efforts. Mr. Conlon will communicate with City staff regarding complaint resolutions, accident investigations, and any other issues or concerns relevant to the success of this program. Tim Conlon will bring over (15) years of passenger transportation experience in Orange County to this program. Mr. Conlon has been the primary contact for several similar programs, including the OCTA – Senior Nutrition Program and the City of Mission Viejo – Senior Dial A taxi Program. This experience, coupled with a sincere desire to serve this segment of the County's population will make him an excellent manager of this program.

MELISSA GOMEZ

Riverside, CA ■ 951-809-8128 ■ mgomez@cayellow.com

EDUCATION

Riverside City College, 2009

California State University San Bernardino, 2014

California Baptist University, 2016

PROFESSIONAL

California Yellow Cab, January 2017 to Present

Director of Marketing who drives company through innovative strategic planning, interactive marketing, and sales promotion. In addition to being Marketing Director also the Program Manager that ensures all program guidelines are being met, passengers are transported at a timely and safely manner and ensures there are high levels of customer service being emphasized. Skilled at analyzing customer needs to develop high standard customer service and problem solver who adapts to change and exceeds expectations under any circumstances.

Mission Inn Foundation, August 2016- December 2016

Intern: Oversaw the planning and execution of logistics and operations for events through private meetings and conferences. Worked with event sponsors and vendors on all aspects of planning events. Assisted in achieving

business objectives with demanding timeframes and negotiated contracts with vendors and service providers.

Happy Taxi, February 2012- January 2017

Supervising Dispatcher and Paratransit Driver

When starting with Happy Taxi answered routine employee and recruitment related questions such as appropriate documentation submission and application status. Assisted in scheduling interviews and training times/dates for candidates. Provided training and orientation for new staff and routed customer orders in a timely manner. When needed would transport seniors or paratransit members to and from their residence to senior centers, medical, shopping, and/or personal appointments. Also, generated invoices and responded to customers with inquiries and/or complaints.

Exhibit “B”

SCHEDULE OF COMPENSATION/FEES

A. PAYMENT SCHEDULE

CONTRACTOR shall submit a Monthly Program Performance Report and any other reports required by CITY with the invoice on or before the tenth (10th) working day of the month.

CITY shall use reasonable efforts to make payments to CONTRACTOR within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of the CONTRACTOR’S fees, it shall give written notice to CONTRACTOR within forty-five (45) days of receipt of an invoice of any disputed fees set forth on the invoice.

CITY shall reimburse the CONTRACTOR at the rates established under “Amount Billed to City” in the table below per one way trip for any distance traveled within the Service Area, one way trip to a Satellite Destinations outside of Service Area, and one way trip to the Airport Travel Destination.

CITY shall determine the amount of Rider Co-pay and may modify the Rider Co-pay amount from time to time. Any changes to the Rider Co-pay will adjust the Amount Billed to City, and the sum of the Rider Co-pay and the Amount Billed to City will always equal the Total Cost Per Trip as outlined in the fee schedule tables below.

The following fee schedule (Table 1.) shall apply to the Initial Term of the Agreement (or years 1, 2, and 3 of the Agreement).

Table 1. Fee Schedule for Initial Term			
	Rider Co-pay (1 Way)	Amount Billed to City (1 Way)	Total Cost Per Trip
Service Area (any destination within area)			
City of Laguna Hills	\$5	\$13	\$18
City of Laguna Woods	\$5	\$13	\$18
City of Mission Viejo	\$5	\$13	\$18
Satellite Destinations			
Lake Forest Nursing Center	\$5	\$15	\$20
Freedom Village	\$5	\$15	\$20
Laguna Niguel/Mission Viejo Metrolink Station	\$5	\$15	\$20
Irvine Metrolink Station	\$5	\$19	\$24
Hoag Hospital - Irvine	\$5	\$19	\$24
Kaiser Hospital – Irvine	\$5	\$19	\$24
Irvine Spectrum	\$5	\$19	\$24
Airport Travel Destination			
John Wayne Airport	\$20	\$22	\$42

CITY shall reimburse the CONTRACTOR \$15.00 per a ‘second stop’ trip in which the wait time is greater than twenty (20) minutes during the Initial Term of the Agreement (or years 1, 2, and 3 of the Agreement).

The following fee schedule (Table 2.) shall apply to the Renewal Term of the Agreement (or years 4 and 5 of the Agreement).

Table 2. Fee Schedule for Renewal Term			
	Rider Co-pay (1 Way)	Amount Billed to City (1 Way)	Total Cost Per Trip
Service Area (any destination within area)			
City of Laguna Hills	\$5	\$15	\$20
City of Laguna Woods	\$5	\$15	\$20
City of Mission Viejo	\$5	\$15	\$20
Satellite Destinations			
Lake Forest Nursing Center	\$5	\$17	\$22
Freedom Village	\$5	\$17	\$22
Laguna Niguel/Mission Viejo Metrolink Station	\$5	\$17	\$22
Irvine Metrolink Station	\$5	\$21	\$26
Hoag Hospital - Irvine	\$5	\$21	\$26
Kaiser Hospital – Irvine	\$5	\$21	\$26
Irvine Spectrum	\$5	\$21	\$26
Airport Travel Destination			
John Wayne Airport	\$20	\$24	\$44

CITY shall reimburse the CONTRACTOR \$16.00 per a ‘second stop’ trip in which the wait time is greater than twenty (20) minutes during the Renewal Term of the Agreement (or years 4 and 5 of the Agreement).

Exhibit “C”**ORANGE COUNTY TRANSPORTATION AUTHORITY SENIOR
MOBILITY PROGRAM GUIDELINES**

Attachment: Proposed Senior Transportation Mobility Services Agreement with Cabco Yellow, Inc., dba California Yellow Cab (2512 : CYC

Senior Mobility Program Project U Funding and Policy Guidelines November 2018

11.0 Recognition of OCTA Sponsorship

Participating cities and eligible agencies shall note OCTA sponsorship in any promotional material for senior mobility services funded by OCTA and shall display an OCTA-provided OC Go SMP decal on vehicles used in this program, excluding taxis.

12.0 Vehicle Maintenance

Participating cities and eligible agencies shall perform or ensure that a contracted vendor performs maintenance of all vehicles used in the program, including:

- Daily pre-trip inspections and completion of checklists identifying each vehicle component and system inspected.
- Scheduled preventive maintenance that meets or exceeds the vehicle manufacturer's standards.
- Maintaining maintenance records for each vehicle for five years. If required, cooperation in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.

13.0 Eligible Expenses

Participating cities and eligible agencies shall ensure M2 funds are used for eligible direct program-related expenses, which may include contract service providers, staff time, vehicle maintenance, fuel, insurance, vehicle acquisition, program supplies and materials, marketing materials, and community outreach. Participating cities and eligible agencies shall ensure all costs are program-related and are fair and reasonable. Administrative costs up to ten percent are allowed and considered eligible program expenses. All program expenses are subject to audit.

No M2 funding shall be used by a participating city and eligible agency for other than transportation purposes authorized in the M2 Ordinance.

14.0 Program Revenue

Participating cities and eligible agencies must maintain adequate controls for collecting and reporting program revenue, including donations, fees, and cash fares. Program revenue must be used to support the transportation service and may be used as part of the participating cities and eligible agencies' 20 percent local match requirement.

Senior Mobility Program Project U Funding and Policy Guidelines November 2018

15.0 Reporting

Participating cities and eligible agencies are required to submit reports using templates provided by OCTA. Required reporting data will include, but not be limited to, the following:

A. Operational Reports

- Number of trips by category,
- Vehicle service hours,
- Operational reports are due 30 days after the end of the service month,
- Vehicle service miles.

B. Financial Reports

- Program cost detail by expense category and percent of total operating cost,
- Fares, fees, and other operating revenue,
- Participating city and eligible agency total contribution and source,
- Participating city and eligible agency share as percent of total operating cost,
- Cumulative participating city and eligible agency share to date,
- OCTA contribution,
- OCTA contribution as percent of total operating cost,
- Cumulative contribution received from OCTA,
- Total monthly program operating cost,
- Cumulative total program operating cost.

Financial reports are due 60 days after the end of the quarter. Reports must be certified by the participating city and eligible agency's finance director or finance director's financial designee.

Participating cities and eligible agencies shall be required to maintain supporting documentation to substantiate reporting data. Supporting documentation may include, but is not limited to, actual receipts, contractor invoices, trip sheets, payroll, timesheets, fuel logs, and maintenance records/receipts.

Senior Mobility Program Project U Funding and Policy Guidelines November 2018

C. Annual Questionnaire and Document Request (AQDR)

Participating cities and eligible agencies shall certify their compliance with these Guidelines annually by having their city manager or city manager's department director designee sign a completed version of a questionnaire sent out by OCTA. Jurisdictions shall also submit all compliance-related documents requested by OCTA. Completed AQDRs must be submitted to OCTA within 90 days of the end of the fiscal year reported upon. Failure to meet the established reporting deadlines for any of these reports may result in future withholding of funding and/or other sanctions to be determined.

16.0 Audits & Inspection of Records

M2 funding is subject to audit. Participating cities and eligible agencies shall maintain program documentation and records for a period of no less than five years. Program documents and records, including but not limited to payroll, trip sheets, invoices, vehicle maintenance, fuel, and other program-related expenses, shall be available for review by OCTA SMP administrators, auditors, and authorized agents upon request. Participating cities and eligible agencies must follow established accounting requirements and applicable laws regarding the use of public funds. Failure to submit to an audit in a timely manner may result in withholding or loss of future funding. Failure to comply with the approved Service Plan will require remediation which may include repayment, reduction in overall allocation, and/or other sanctions to be determined by the Board.

Audits shall be conducted by the OCTA Internal Audit Department, or other authorized agent, as determined by OCTA.

OCTA's failure to insist in any one or more instances of a participating city and eligible agency's performance of the provisions set forth in these Guidelines shall not be construed as a waiver or relinquishment of the participating city and eligible agency's obligation to comply with these Guidelines.

Moreover, only the Board shall have the authority to alter and/or waive any requirements/obligations set forth in these Guidelines.

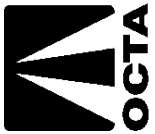


Projected Measure M2 Senior Mobility Program

Funding Allocation (5 Years)

Allocation Based Upon Senior Population (60+) and Available Revenues

Allocation Summary						
Local Jurisdictions	M2 Funding					
	2022	2023	2024	2025	2026	Total
Aliso Viejo	\$ 25,430	\$ 26,066	\$ 26,805	\$ 27,563	\$ 28,605	\$ 134,469
Anaheim	275,433	282,309	290,328	298,543	309,840	1,456,454
Brea	43,237	44,315	45,573	46,865	48,635	228,625
Buena Park	74,008	75,855	78,009	80,215	83,252	391,339
Costa Mesa	88,752	90,966	93,548	96,195	99,837	469,297
Cypress	52,723	54,040	55,577	57,147	59,311	278,797
Dana Point	50,329	51,586	53,053	54,552	56,616	266,136
Fountain Valley	81,196	83,224	85,591	88,012	91,341	429,365
Fullerton	132,762	136,077	139,942	143,901	149,344	702,025
Garden Grove	158,954	162,923	167,551	172,293	178,813	840,533
Huntington Beach	235,264	241,140	247,988	255,005	264,653	1,244,051
Irvine	171,372	175,651	180,641	185,752	192,779	906,195
La Habra	55,750	57,143	58,763	60,426	62,711	294,793
La Palma	-	-	-	-	-	-
Laguna Beach	38,390	39,348	40,467	41,612	43,185	203,003
Laguna Hills	35,829	36,724	37,766	38,836	40,304	189,460
Laguna Niguel	75,400	77,280	79,475	81,725	84,817	398,698
Laguna Woods	87,619	89,806	92,357	94,972	98,565	463,319
Lake Forest	68,276	69,978	71,968	74,003	76,804	361,028
Los Alamitos	13,108	13,433	13,816	14,206	14,743	69,306
Mission Viejo	118,214	121,164	124,607	128,134	132,980	625,099
Newport Beach	134,533	137,893	141,811	145,819	151,337	711,394
Orange	127,780	130,971	134,693	138,502	143,744	675,691
Placentia	55,016	56,391	57,990	59,632	61,887	290,916
Rancho Santa Margarita	27,105	27,780	28,571	29,379	30,492	143,327
San Clemente	73,621	75,459	77,603	79,798	82,816	389,297
San Juan Capistrano	46,975	48,147	49,516	50,914	52,843	248,395
Santa Ana	195,984	200,878	206,583	212,426	220,465	1,036,336
Seal Beach	68,232	69,934	71,921	73,956	76,757	360,799
Stanton	32,782	33,598	34,553	35,533	36,876	173,341
Tustin	57,167	58,595	60,257	61,963	64,309	302,291
Villa Park	11,237	11,517	11,845	12,181	12,638	59,418
Westminster	106,957	109,627	112,743	115,933	120,318	565,578
Yorba Linda	72,584	74,395	76,506	78,674	81,651	383,810
Total	\$ 2,892,021	\$ 2,964,213	\$ 3,048,418	\$ 3,134,663	\$ 3,253,271	\$ 15,292,586



Senior Mobility Program

FY 2021-22 to FY 2025-26 Community Center Funding Projections

Community Center	2022 Projection	2023 Projection	2024 Projection	2025 Projection	2026 Projection
Abrazar	\$ 82,248	\$ 86,482	\$ 91,114	\$ 93,484	\$ 96,481
Korean American Center	101,116	106,322	112,018	114,931	118,615
Southland Integrated Services	88,910	93,488	98,495	101,057	104,297
Total	\$ 272,274	\$ 286,292	\$ 301,627	\$ 309,472	\$ 319,393

Sales Tax Growth Rate	5.20%	5.21%	5.08%	2.58%	3.38%
-----------------------	-------	-------	-------	-------	-------



Senior Mobility Program

Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency's council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

Participant Information:

Agency	City of Laguna Hills	Date	12/29/20
Program Contact	Kayle McDonald	Phone	949- 707-2681
Email	Kmcdonald@lagunahillsca.gov		

Service Description:

1. Program goals and objectives:

Provide residents of Laguna Hills 60 year and older affordable door to door taxi service to and from locations within the "Service Area" and "Satellite Destinations." The Service Area is defined as the city limits of Laguna Hills, Laguna Woods and Mission Viejo. The Satellite Destination sites outside the service area are:

Lake Forest Nursing Center- 25652 Old Trabuco Rd., Lake Forest
Freedom Village-23442 El Toro Rd., Lake Forest
Laguna Niguel Metro-Link Station-28200 Forbes Rd., Laguna Niguel
Irvine Metro-Link Station- 15215 Barranca Pkwy, Irvine
Hoag Hospital-16200 Sand Canyon Ave. Irvine
Kaiser Hospital-6640 Alton Pkwy, Irvine
Irvine Spectrum-71 Fortune Dr., Irvine
John Wayne Airport-18601 Airport Way, Santa Ana

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- | | |
|---|---|
| ☐ Directly-Operated | ☒ Subsidized Taxi Program |
| ☒ Contract Service Provider | ☐ Other (Please Describe) |
| ☐ Volunteers | |

Currently contracted with California Yellow Cab.

3. Eligible trips provided under the SMP are limited to the following categories. Please indicate the categories of service to be provided by your program: *(Please check all that apply)*

- | | |
|---|---|
| ☒ Senior Center | ☒ Personal Care |
| ☒ Nutrition | ☒ Shopping |
| ☒ Medical | ☒ Social / Recreation (Please Describe) |

Cultural art centers; community centers; restaurants; movie theatres; concert venues; parks; work out facilities and gymnasiums; tennis, bocce ball, and pickleball courts; gold courses and club houses; community festivals and fairs; visits with family and friends; mortuaries and cemeteries.

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County?

No.

If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

N/A

5. Fare structure:

Residents pay a fare.

6. Number of vehicles:

estimated 8-12

7. Projected annual ridership:

1,000- due to the pandemic, ridership numbers have been adjusted.

8. Source(s) of 20 percent match funding:

Staff costs to administer the program, advertisements (City Views), supplies and equipment.

Program Requirements:

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
 - b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
 - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

IN WITNESS WHEREOF, has formally adopted the Senior Mobility Program Scope of Work as written above.

AGENCY REPRESENTATIVE

Name: Donald J. WhiteTitle: City Manager

OCTA REPRESENTATIVE



Name: _____

Title: CTS Department Manager

Exhibit “D”

CITY’S PROGRAM GUIDELINES

Attachment: Proposed Senior Transportation Mobility Services Agreement with Cabco Yellow, Inc., dba California Yellow Cab (2512 : CYC



User Policies and Guidelines are updated to reflect the co-pay and trip costs of the “Initial Term” of the Agreement. This document will be updated to reflect changes in the co-pay and trip costs of the Renewal Term of the Agreement and may be updated at any time during the term of the Agreement.

City of Laguna Hills

Senior Dial-A-Taxi Program

User Policies & Service Guidelines Updated 06/30/2021

I. Program Overview

A. What is the Senior Dial-A-Taxi Program?

The City of Laguna Hills’ Senior Dial-A-Taxi Program is funded by OCTA and is designed to provide door-to-door taxi service to eligible Laguna Hills residents. The current cab operator is *California Yellow Cab*. Both standard sedans and vans with lift equipment are available.

B. Who does it serve?

Service is provided to all Laguna Hills residents who are 60 years of age or older. Service will also be provided to seniors 60 years of age or older who qualify for the OCTA ACCESS program. This is only for the Dial-A-Taxi trips within the Service Area and the Satellite Destinations. Qualified residents must have an approved application on file and be issued a Senior Dial-A-Taxi photo identification card before being authorized to participate in this program.

C. Where does it go?

Service is provided within Laguna Hills, Mission Viejo, and Laguna Woods City limits (“**Service Area**”) for shopping, recreational/social activities, personal business, standard medical appointments, etc. (Note: transportation for regular chemotherapy, cancer treatments or kidney dialysis therapy is **not permitted** and will be referred to other medically-based transportation services.

The following *Satellite Destinations* outside of the Service Area are served by this program at no additional charge at this time:

- *Lake Forest Nursing Center, 25652 Old Trabuco Rd., Lake Forest*
- *Freedom Village, 23442 El Toro Rd, Lake Forest*
- *Laguna Niguel/Mission Viejo Metrolink Station, 28200 Forbes Rd, Laguna Niguel*
- *Irvine Metrolink Station, 15215 Barranca Parkway, Irvine*
- *Hoag Hospital, 16200 Sand Canyon Ave, Irvine*
- *Kaiser Hospital, 6640 Alton Pkwy, Irvine*
- *Irvine Spectrum, 71 Fortune Dr., Irvine*

The following Airport Travel Destination outside of the *Service Area* are serviced by the program at an additional charge:

- *John Wayne Airport, 18601 Airport Way, Santa Ana*

D. When is it available?

The program operates *seven (7) days a week, twenty four (24) hours a day*, including holidays. Service can be scheduled one (1) hour ahead of time, or weeks or months in advance.

E. What are the costs?

Participants pay **\$5.00 per one-way trip** for any distance traveled within the *Service Area* and to all *Satellite Destinations* outside of the *Service Area* except for airport travel which are an additional cost. The total cost for a round trip (to and from a location within the *Service Area*) is \$10.00. and to all *Satellite Destinations except airport travel*).

For airport travel, participants pay **\$20.00 per one-way trip** to John Wayne Airport. The total cost for a round trip (to and from John Wayne Airport) is \$20.00.

Fees are paid directly to the taxi cab operator via cash or authorized credit card. Special Note: (*Tipping is not required; however, for “second stop” service within the Service Area; travel to satellite destinations outside of City limits or driver assistance with shopping bags, etc, tipping is encouraged.*)

F. What are the usage restrictions?

There are *no restrictions* on the number of trips allowed per month.

G. How do I register?

1. Complete a *Dial-A-Taxi Application form* and return it to the Laguna Hills Community Center and Sports Complex, 25555 Alicia Parkway, Laguna Hills, CA 92653. (Applications are available Monday through Saturday from 8:00 a.m. – 10:00 p.m., and Sunday from 12:00 p.m. – 6:00 p.m. at the Laguna Hills Community Center and Sports Complex, 25555 Alicia Parkway, Laguna Hills, CA. 92653; and online at www.ci.laguna-hills.ca.us. From the City's web-site, click on the "Departments" link and "Community Services"
2. Applications are reviewed and service eligibility letters are mailed to all applicants within five business days.
3. Residents tentatively approved for this service will be contacted for a *photo I.D. appointment* at the Laguna Hills Community Center and Sports Complex. City issued Dial-a-Taxi Photo identification cards are free at this time.
4. All applicants **must bring** the following information to the photo appointment to verify/confirm program eligibility:
 - *Proof of Laguna Hills residency*
 - *Proof of age*
5. Upon issuance of the Dial-A-Taxi photo identification card, the participant is authorized to use the service.

H. What is the "Second Stop" Trip option?

Purpose: this service has been designed to assist our most frail customers who need to be as efficient and productive as possible when using the cab service. The intent is to permit users to complete **quick errands** to the pharmacy, dry cleaners, shoe repair shop, etc. instead of scheduling another separate trip to these locations. It has been determined that a maximum of 20 minutes would be needed by a frail customer (possibly using a walker/wheelchair or cane) to navigate into the store, locate item, wait in line, process their purchase and navigate outside of the store to their awaiting cab. Therefore, the cab driver agreeing to provide this service will be required to **wait a maximum of 20 minutes**. The City will be billed separately for this

enhanced service. In addition, benefited users will be encouraged to offer a tip to those drivers providing this service.

I. How Do I Use the "Second Stop" Trip option?

1. Must be requested by customer and scheduled by Cab dispatcher at the time of the initial service request.
2. Must be on the return portion of a round trip within the Service Area only.
3. Must be within **one mile** of the initial destination. (Customers need to know the approximate distance of the errand stop from their initial destination.)
4. The cab driver will not wait over 20 minutes. The "second stop" service option should be for the purposes of picking up of medicine, dry cleaning or other quick "in and out" errands.
5. If the actual wait time exceeds the 20 minutes as outlined, the information shall be carefully documented by the driver and submitted to the City for reimbursement at \$15.00 per trip (for any time over the 20 minute period) instead of the going rate of \$10.00 per trip. Customers will be notified of the "overage" of time and advised that any future violation of the policy may result in the removal of this service option.
6. Cost to the customer remains at \$5.00 per one-way trip, \$10.00 per round trip except for airport travel. There is no additional charge for the "second stop" service.
7. Individuals will be encouraged to provide a tip to cab drivers agreeing to participate in the "second trip" option

II. Usage Section

A. How far can I travel with the City's Dial-A-Taxi service?

Each registered participant can travel *any distance* within the Service Area provided that the trip is for a **standard** medical appointment, shopping, social/recreational purposes and/or personal business. (Travel is also permitted to and from *authorized satellite destinations only* as noted in Section 1-Program Overview.)

B. When do I request service?

- Participants requesting “*demand response*” service are encouraged to make service reservations at least *60 minutes* in advance of pick-up time. (Tip: reserve a “return time” pick-up when scheduling an appointment to minimize the waiting period.)
- Participants with *fixed time* appointments are encouraged to make service reservations at least *24 hours* in advance.
- Participants requesting a *vehicle with lift* are encouraged to place their call *48 hours* in advance.
- Participants with *standing appointments* are permitted to make service reservations as far as *one year in advance*.

C. How do I request service?

The following procedures must be followed when using the taxi service:

1. Call the number noted on the back of the Senior Dial-A-Taxi photo I.D. card for both *sedan* and/or *van with lift* service:

1-877-809-6587
2. You will receive an automatic attendant greeting stating:
“*You have received the City of Laguna Hills’ California Yellow Cab’s special accounts line. Please have your passenger I.D., pick-up and destination addresses ready. For quality assurance purposes your call may be monitored or recorded.*”
3. *Be prepared* to answer questions in this order:
 - a. “Operator ###, are you calling to schedule or confirm?”
 - b. “May I please have your **passenger I.D. number?**”
 - c. “May I please have the City account # listed on your I.D. card?”
 - d. “Is the passenger’s last name: XXXXXXXX”
 - e. “Is the phone number at the pick-up address: #####”
 - f. “Are we picking you up at: XXXXXXXXXXXXXXXX”
 - g. “What are the major cross streets?”

- Where will you be waiting? (include entrance location and gate number , if relevant)
 - What date are you traveling on?
 - What time are we picking you up?
- h. “What is the destination address?”
 - i. “What is the purpose of the trip?”
 - j. “How many passengers (including escort/attendant)?”
 - k. “At this point, the intake dispatcher confirms the pick-up date/time, pick-up address, telephone number and the reservation is entered.”
4. All participants are encouraged to reserve a “return time” pick-up when scheduling an appointment so as to minimize the waiting period. Special Note: if the customer desires the “second stop”/cab wait service for a short errand *on the return portion* of their round trip, this special service *must be scheduled at the trip of the initial booking*; (refer to Section I-“Second Stop”/Cab Wait Service.)
 5. By City contract, the cab shall arrive “on time” to a scheduled pick-up location, but no earlier than 30 minutes before or 30 minutes after the scheduled appointment time. Excessive cab tardiness is cause for a registered complaint with the *California Yellow Cab*, (see Complaint Section).
 6. When boarding the vehicle, the participant must immediately show their Dial-A-Taxi *photo identification card* to the cab driver and have their \$5.00 cash or credit card ready. For riders traveling to John Wayne Airport, co-pay will be \$20 roundtrip.
 7. Drivers may assist participants with small packages; however, special assistance of this nature will vary among drivers. (Note: If assistance is needed on a regular basis, participants are encouraged to bring their own Personal Care Attendant (PCA.) The PCA can be a family member or friend; must be eighteen years of age or older; does not need to be pre-registered for the service and will *ride for free.*)
 8. *Unless arranged ahead of time with the Second Stop/Cab Wait service on the **return portion** of the trip*, the taxi driver will not wait for individuals to finish their grocery shopping or other errands nor will they engage in “stand-by” time.

9. Participants are instructed to be *ready and watching* at least 30 minutes before the scheduled pick up time to ensure timely service. (Note: please specify exact pick-up location, gate number, building/mall entrance, etc. to ensure timely service.)

D. How do I conserve my “out of pocket” costs?

1. *Share a taxi ride* with family member/friends. Up to **three (3) individuals** can ride in the cab for one \$5.00 fare per one-way trip except for airport travel (see airport fare). One registered participant must be in the cab at all times. (Note: all riders must be at the *same* pick-up and/or drop-off locations; no “piggy back trips” are allowed.)
2. Where possible, use other forms of public transportation to off-set your out of pocket costs: (e.g.) public bus, car pooling and other area-wide transportation resources.
3. Use the “*Second Stop*” *service option* which allows you to request the cab driver to “wait for you” to complete a quick errand on the way home from your primary destination at no additional costs. This special service must be requested at the time of initial scheduling, be on the return portion of an in-city trip and must not exceed a total wait time of 20 minutes. Tipping is encouraged for this extended service.

III. Special Policies:

A. Instructions to Special Needs Passengers

1. Disabled and/or special needs passengers must be able to approach enter and exit the cab or van without driver assistance. If unable to do so, a Personal Care Attendant (PCA) must accompany and assist the passenger at all times. In addition, should a customer’s personal welfare and/or safety be identified as a concern, the City **may require** that a PCA accompany the customer at all times.
2. Personal Care Attendants do not need a photo identification card and ride for free as long as their attendee is present at all times during the cab ride. Personal care attendants must be at *least eighteen (18) years* of age and must comply with all policies.

3. Collapsible wheelchairs, walkers, etc. are all permitted in the standard cab; however, cab driver assistance loading and unloading these devices **will vary** among drivers.

4. Vans with lift equipment are available for passengers with **electronic and/or non-collapsible wheelchairs and/or scooters**. Service arrangements must be made **at least 48 hours** in advance.

IV. Complaint Procedures:

A. When to file a complaint

1. If a Dial-A-Taxi participant or a concerned family member has a complaint about the service: (e.g.) courtesy of the driver, cleanliness of the vehicle, timeliness of the service, overcharging, he/she is instructed to **immediately** call:

California Yellow Cab Complaints: **1- 714- 427-2555 (General)**
or Tim Conlon, Operations Manager: 1 -714- 427-2555, ext.112

2. Once the participant registers a complaint, a Complaint Form will be completed by the intake operator based on the information received.

Within 24 hours of a reported complaint, California Yellow Cab's assigned *Customer Service Representative* will contact the participant to resolve the problem. Within 48 hours of the registered complaint, the City representative will be notified of the steps being taken to address the client's concern.

B. How to file a complaint:

1. Participants are requested to document the date, time of day, location of the incident, witnesses and any other valuable information including cab driver's name and vehicle number, etc.

2. Customers may also contact the City of Laguna Hills *Senior Transportation Administrator* at (949) 707-2681 to follow-up on a registered complaint or discuss any program concerns or suggestions.

3. A complaint form is attached to the back of this document. Additional copies are available at the Laguna Hills Community Center and Sports Complex.

4. Once notified of the complaint, City staff will follow-up with the cab company to confirm that the problem has been investigated and the customer (or family member) contacted with the complaint resolution.

DIAL-A-TAXI PHOTO IDENTIFICATION CARD

Side One / Photo Side

 City of Laguna Hills Senior Dial-A-Taxi Program Sponsored by: Orange County Transportation Authority 	 Smith, Bob A. 07777 (Client ID Number) 4060 (Laguna Hills Acct #) Valid Until: 06/23/10
--	---

Side Two / Program Information Side

Dial-A-Taxi Numbers	
Taxi Cab Service	877-809-6587
Van with Lift Service	877-809-6587
Taxi Cab Concerns	714-427-2555
Program Information	949-707-2681
Schedule 24 hours in advance, if possible Reserve pick-up time when scheduling Service 7 days a week 8 a.m. – 5 p.m.	
CARD IS NON-TRANSFERABLE	

PHOTO IDENTIFICATION CARD NOT TO SIZE



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: Dan Meehan
Community Services Superintendent
ISSUE: 2021 Holiday Lighting and Decorations Agreement with the Christmas Kings

RECOMMENDATION: That the City Council waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.90 with regard to approval of the proposed holiday lighting agreement with The Christmas Kings, as it is hereby found and determined, pursuant to LHMC Section 3-08.110, that compliance is not in the City's best interest at this time based on the information presented herein by City Staff, approve the Lighting Agreement, and authorize the Interim City Manager to execute the Lighting Agreement.

SUMMARY:

Staff presented to the City Council at its May 25, 2021, meeting the two proposals received for the 2021 holiday decorations program. Staff's recommendation was to contract with The Christmas Kings (TCK) and Staff also requested direction from the City Council on the proposed decoration plan for 2021. The City Council provided modifications to the proposed decoration plan which are incorporated into the attached Lighting Agreement with TCK and further explained below. The City Council also approved of Staff's recommendation to contract with TCK, which requires the waiving of formal bidding requirements and procedures and the execution of the attached Lighting Agreement with TCK for the 2021 holiday lighting and decorations program. First presented to the City Council at its May 25, 2021, meeting, Staff's procurement process and compliance with the City's procurement code are again included in this staff report

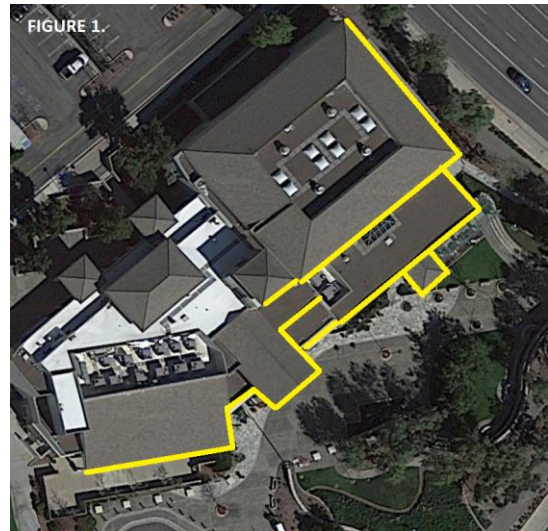
for reference.

BACKGROUND:

At May 25, 2021, City Council meeting, Staff requested direction and input from the City Council on Staff's recommendation to select The Christmas Kings (TCK) as the 2021 holiday decoration vendor and also the proposed decoration plan for 2021. The City Council was in support of Staff's recommendation to contract with TCK and an agreement (Lighting Agreement) has been drafted with TCK, which is attached to this report. In addition, the City Council's motion was to approve Staff's recommendation including the following modifications to TCK's proposal which are reflected in the Lighting Agreement:

- Focus lighting on the front of the Community Center building and the side of the building facing the street of Paseo de Valencia.

Staff directed TCK to remove the lighting from the back roofline of the Community Center building. Roofline lighting will be installed in the front of the Community Center building and on the side of the building facing Paseo de Valencia. The cost savings from the removal of the lighting in the back of the Community Center will be applied to additional decorations at the entry monuments (i.e.) Lake Forest/Moulton and more lighting in the front of the building, if possible. Figure 1 shows the roofline lighting coverage for the Community Center building for the 2021 decoration plan.

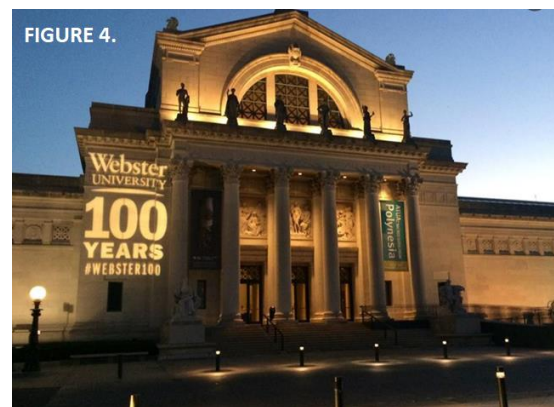


- Use a different main ornament at the Community Center.

Replace the originally proposed "Royal Ribbon Arch" with the "Passage Noel" ornament. An image of the "Passage Noel" ornament is provided below (see Figure 2). The "Passage Noel" ornament will be installed in the plaza area of the Community Center.



TCK's Invoice, dated June 1, 2021, and attached to this staff report as part of TCK's Lighting Agreement, provides a summary of the 2021 decorations and lighting locations. TCK's scope of work includes all the equipment necessary for decoration and lighting installation, a light show synchronized to music within the plaza area of the Community Center, and acknowledgement of the City's 30th year of incorporation. For the City's anniversary recognition, TCK is recommending the use of a customized gobo to project the lettering "Celebrating 30 Years, City of Laguna Hills" on the side of the Community Center building. Examples are provided below of a gobo etching (Figure 3) and a projection on the side of a building (Figure 4).



The following information regarding the City's procurement process and its compliance with the procurement code was included in the staff report presented to City Council on May 25, 2021. This information is again included in this staff report for the City Council's reference.

A. Compliance with Procurement Code.

The proposed 2021-2022 Fiscal Year Budget includes \$100,000 for a citywide holiday lighting and decoration program. In preparation for the implementation of this program, Staff solicited informal proposals from qualified vendors to

identify a scope of work and budget that would be satisfactory to the City. Although the estimated total cost of this program would typically require the City to follow the competitive formal bidding procurement procedure set forth in Laguna Hills Municipal Code (LHMC) Section 3-08.090, these formal bid requirements and procedures may be waived at the discretion of the Purchasing Officer or City Council when one or more of the listed exemptions apply. In this case, Staff followed an informal bid procedure for a number of reasons. Based on the nature of the project, an “apples to apples” price comparison cannot be made when reviewing proposals. Each vendor that submits a proposal will list different décor pieces, both in style and total quantity of decorations to be displayed. Follow-up is required to confirm deliverables and to confirm quantities and pricing comparisons is difficult in this case. Additionally, contracts for community support and entertainment services are exempt for the City's competitive formal bidding regulations, pursuant to LHMC 3-08.110(L), subsections (10) and (11). As such, Staff followed the informal procedures set forth in Section 3-08.080 of the LHMC for this procurement.

B. Vendor Proposals Received.

Staff contacted four prospective vendors requesting informal customized proposals from them for this year's holiday decorations. Two of the four vendors that were contacted by Staff submitted a holiday lighting proposal by the required deadline. The vendors that submitted a proposal and the total cost for each of the proposals received are listed below.

- The Christmas Kings (TCK): \$99,710
- St. Nick's: \$107,140

Both qualified vendors included a light show in their proposals. TCK's proposal, however, included far more décor pieces at the Community Center and at the five entry monuments in the City, provided the lowest bid, and is the only vendor providing a proposal that is within the City's proposed budget. TCK also included in their proposal a decoration to acknowledge the City's upcoming 30th anniversary of incorporation.

Holiday Lights
July 13, 2021
Page 5

FISCAL IMPACT:

The budget for the 2021-2022 Fiscal Year holiday lighting and decorations is \$100,000. TCK's cost is \$99,710 for 2021 holiday decorations and lighting is within the budget.

ATTACHMENTS:

- Proposed Lighting Agreement with The Christmas Kings



LIGHTING AGREEMENT

TERMS AND AGREEMENT

1. TERMS OF AGREEMENT:

- a. The Invoice, dated June 1st, 2021 and numbered 21-5374 (the "Invoice") along with these terms and agreements will represent the exclusive agreement between The Christmas Kings ("TCK") and The City of Laguna Hills (the "Client") These terms and conditions shall hold as the written agreement between each party unless there is another duly recognized written agreement that supersedes these terms and conditions.
- b. Agreement Length shall be determined as the first date of the Estimate or Invoice regardless if the terms and agreement is or has been signed at a later date. The term of the contract shall begin on the first approved estimate date and remain in effect through the end of the applicable holiday season, which we will define as January 31st of the following year. If there is a multi year contract in place, the contract duration will be the start of the accepted proposal through January 31st of the following final contracting year. These terms shall be withheld unless there is a recognized written agreement that supersedes these contract dates.

2. PAYMENT TERMS:

- a. The client shall pay TCK the amount set forth in the invoice with the following terms in mind.
- b. DEPOSIT - a deposit of 50% shall be due Net30 once the Invoice and terms are agreed upon. For multi year contracts the initial payment for the following years shall be paid on or before September 1st for each holiday season.
- c. BALANCE DUE - client shall pay the remaining balance to TCK including any additional billable invoices that were incurred after initial contracting NET30 after the scope of work is completed in full. If the client has not paid on or before December 15th after the work has been completed the client authorizes TCK to auto debit the customers deposit method, bank card, credit card or ACH on file for the remaining balance. This amount will include a 4% service fee plus a 5% finance charge per month that the balance is remaining past due. This 5% finance charge will be added to the amount unpaid until the balance is paid in full.
- d. CLIENT REFUNDS AND CREDITS - if there is a particular scope of work that cannot be completed due to customer power, construction, change of mind, or any other reason not in the control of TCK, TCK and the client in a reasonable timely manner shall re-design, reallocate, or change the scope of work to another item valued at the same cost. Once a price point and invoice is agreed upon by the client, the client may not diminish there budget for that holiday season or subsequent seasons on multi year contracts after the fact and request a refund or hold final payment in lieu of work not being completed that is out of TCK decision making power.

- e. **CANCELLATION POLICY** - in the event of a client cancelation more than 30 days prior to the scheduled installation date, the client shall forfeit a portion of their deposit amount which will be 25% of their total invoiced amount as a cancelation fee. If the lighting agreement is canceled within 30 days of the installation date the client shall be responsible for 50% of the invoice amount. If there is custom decor specific for the client's project that has been ordered or manufactured, the client will be responsible for 100% of the costs associated with such decor and 50 - 75% of the remaining applicable balance depending on cancelation date in respect to their install date.
- f. **OWNERSHIP OF MATERIALS** - TCK is the sole owner of all materials used on projects with the client unless otherwise specified on the invoice denoting a purchase, lease to own, client provided material, or similar. All products are supplied on a rental basis and it is the duty and obligation of the client and their employees to use their best efforts to protect and ensure decorations and materials are not damaged, or stolen during the rental duration. The Client will be held responsible for gross negligence of materials that are damaged while in their possession. Costs of damaged or stolen product while under the care of the client for gross negligence cases will be billed at the rate of 200% the replacement cost of each item. The Client will not be charged for any passive negligence damage related to normal wear and tear or weather related damages.

3. SCOPE OF WORK

a. Installation

- i. TCK will provide installation using commercially reasonable efforts to complete installation as described in the scope of work detailed on the Invoice (the "Project"). TCK will have the client display installed by December 1st or on or before the scheduled date agreed upon by TCK and the client. All Non Daytime decor (trees, bushes, roof lines, etc.) will be installed prior to November 1st and powered off until commencement of lighting display designated by client. Determination of install methods will be at the sole discretion of TCK. TCK shall not be responsible for functionality issues due to electrical system faults or inadequate power availability at the property.

b. Service

- i. TCK will use commercially reasonable efforts to ensure all decorations are in working order during the season from the install date to December 30th or a contracted designated date agreed to and understood in the contract or invoice. All service calls during the season shall be relayed to TCK in writing so there is a trackable date and time stamp on the service call. Please send detailed information about the issue so we can promptly respond and remedy the situation. TCK has a 24-48 hour service call response time for issues depending on the severity of the issue and service area. Clients are required to change sprinkler run times in areas that lights have been requested. Sprinkler times must be set to start any time after the lights are off and to stop at least 4 hours prior to the lights activating. If there are issues with GFCI's popping and sprinkler times have not been changed clients may experience additional charges for service calls.

c. Removal

- i. All lighting displays will be removed beginning January 2nd and completed January 30th. Special requests can be arranged for early or late removals, these limited dates will be on a first come first serve basis. If your lights are installed past a preferred date please reach out to your sales person and request power to be turned off to your display until we can reach your property for removal.

4. CUSTOMER CHECKLIST AND RESPONSIBILITIES:

- a. Power - Clients must provide sufficient power to each location lights are requested to be installed. TCK does not always conduct a site survey and it is not included in our pricing, Clients are urged to have an electrical evaluation done with their preferred electrical contractor in order to ensure proper working power is available for TCK to tie into.
- b. Bubble covers - All outlets should be equipped with In-Use covers to prevent tripping from intruding water threats. TCK cannot ensure workability of displays that are connected to outlets without bubble covers, and the client may incur service call charges..
- c. GFCI - The most common service call is for a tripped GFCI. Customers are responsible for first attempting to reset the GFCI before requesting service. NOTE: power must be live to the outlet in order to reset the GFCI button. If an outlet is on a timer or photocell, that device must be activated to allow power to flow to the outlet before trying to reset. If a TCK technician is dispatched to repair an issue related to a popped GFCI in the circumstance that is related to a non protected GFCI outlet or a client related power issue, the client will be responsible for \$75 per hour including drive time for the repair.
- d. Sprinklers - Sprinkler systems must operate only when the lights are off. Please give 4 hours of dry time before the lights turn on for the evening. The TCK lights used on all projects are outdoor rated but they are not meant to be hit by direct pressurized water. If sprinklers hit lights or outlets, the GFCI will trip and cause light failure.
- e. Tree trimming - TCK suggests all trees scheduled for lighting to be trimmed in the month of September if needed or prior as installs begin late September in most areas. Trimming trees has several benefits: helps with the speed of install, allows more lights to be visible from guests, allows install technicians to wrap higher and more primary branches offering a better final product for no additional costs to the client.
- f. Deployed Product During The Season - TCK is not responsible for our product or client owned product that has been stolen, cut, damaged, or destroyed while on the clients property. Clients must offer a safe and secure environment with adequate and sufficient security/supervision to prevent decorations from being stolen or damaged. If TCK determines that gross negligence has been demonstrated by the client TCK will alert the client and invoice for losses at the rate of 200% the replacement cost

5. LEGAL

- a. Notices - all notices and correspondence shall be delivered electronically to TCK main customer support email or the appropriate salesperson.
- b. Modification or Waiver - No amendments, modifications or waivers of the lighting agreement shall be binding unless both parties agree in writing and both sign an amendment, addendum or new contract.
- c. Servability - The invalidity or unenforceability of any particular provision of the Lighting Agreement shall not affect the other provisions hereof, and this Lighting Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. Governing Law -The lighting agreement shall be constructed and enforced under and in accordance with the laws of the state of California.
- e. Dispute Resolution
 - i. (a) Mediation. In the event a dispute arises between the parties with respect to the Lighting Agreement, the parties agree to first submit such dispute to mediation in Orange County, California, which process shall commence by one party providing written notice to the other party requesting mediation. The mediator shall be selected by mutual agreement of the parties, provided, however, if the parties cannot agree on a mediator, SI shall provide a list of five acceptable mediators to Customer and Customer shall choose the mediator from such list. The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator. If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. (b) Arbitration. If the parties are unable to resolve any dispute through mediation as set forth above, the parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Orange County, California in accordance with the then existing Commercial rules ("Rules") of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof; provided, however, that the law applicable to any controversy shall be the law of the State of California, regardless of principles of conflicts of laws. In any arbitration pursuant to this Agreement, (i) discovery shall be allowed and governed by the Rules, and (ii) the award or decision shall be rendered by a single arbitrator appointed by mutual agreement of the parties. In the event of failure of the parties to agree within thirty (30) days after the commencement of the arbitration proceeding upon the appointment of the arbitrator, the arbitrator shall be appointed by the AAA in accordance with the Rules. Upon the completion of the selection of the arbitrator,

an award or decision shall be rendered within no more than thirty (30) days. Notwithstanding the foregoing, the request by either party for preliminary or permanent injunctive relief, whether prohibitive or mandatory, shall not be subject to arbitration and may be adjudicated only by the courts of the State of California located in Orange County or the Federal District Court for the District of California. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER. All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards.

6. INSURANCE

6.1 Compliance with Insurance Requirements. TCK 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 Client, all insurance required under this section. TCK shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to Client that it has secured all insurance required under this section. If TCK's existing insurance policies do not meet the insurance requirements set forth herein, TCK agrees to amend, supplement or endorse the policies to do so.

6.2 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, TCK 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.** TCK 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.** TCK 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.** TCK 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. TCK agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the Client, its officials, officers, employees, agents and volunteers, and to require each of its sub consultants and

subcontractors, if any, to do likewise under their workers' compensation insurance policies. TCK 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.

6.3 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 Client will accept workers' compensation insurance from the State Compensation Fund. In the event the Client determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the Client, TCK agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Client. TCK shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

6.4 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 Client for written approval. Required insurance policies shall contain the following provisions, or TCK shall provide endorsements on forms approved by the Client 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 Client, 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 TCK, 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 Client. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of TCK's failure to pay the insurance premium, the notice provided to Client shall be by ten (10) days prior written notice.

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

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Client in advance and shall protect the Client, 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.

6.6 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 Client, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

6.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the Client, its officials, officers, employees, agents and volunteers, or shall specifically allow TCK 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. TCK hereby agrees to waive its own right of recovery against the Client, its officials, officers, employees, agents and volunteers, and TCK hereby agrees to require similar written express waivers and insurance clauses from each of its sub consultants or subcontractors.

6.8 Evidence of Coverage. Concurrently with the execution of the Agreement, TCK 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 Client 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 Client. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, TCK shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Client evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. TCK shall promptly furnish, at Client's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents Client requires to verify coverage.

6.9 Requirements Not Limiting. Requirements 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 TCK may be held responsible for payments of damages to persons or property.

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

6.11 Insurance for Subconsultants. TCK shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for TCK relating to this Agreement as additional named insureds under the TCK's insurance policies; or (2) TCK 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 Client, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by TCK's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the Client, its officials, officers, employees, agents and volunteers, as additional insureds. TCK shall not allow any subconsultants or

subcontractors to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to Client that the subconsultant or subcontractor has secured all insurance required under this section.

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

A. TCK shall provide immediate written notice to Client 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 TCK 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 Client 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 Client 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 TCK's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. TCK 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 TCK, provide the same minimum insurance coverage required of TCK. TCK 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. TCK agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the Client for review.

F. TCK agrees to provide immediate written notice to Client of any claim, demand or loss against TCK 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.

7. INDEMNIFICATION

To the fullest extent permitted by law, TCK shall defend (at TCK's sole cost and expense with legal counsel reasonably acceptable to Client), indemnify, protect, and hold harmless Client, 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 (TCK's

employees included), for damage to property, including property owned by Client, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to TCK's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit TCK's indemnification obligation or other liability hereunder.

8. ENTIRE LIGHTING AGREEMENT

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

No Duress. This Agreement has been entered into without force or duress, signing at free will of the client and each party involved. The client has had free will with a clear decision to enter into this Agreement as a fully informed decision and such persons/companies/or clients are aware of all legal verbiage and has complete understanding of all listed contractual terms and agreements.

I THE UNDERSIGNED AGREE IN FULL WITH ALL THE TERMS AND CONDITIONS LAID OUT IN THE ATTACHED DOCUMENTS AND INVOICES. I THE UNDERSIGNED AM QUALIFIED ON BEHALF OF SELF, CLIENT, OR THE PROPERTY/COMPANY TO ENTER INTO SUCH CONTRACT.

COMPANY/CLIENT NAME: _____

CONTACT NAME: _____

CONTACT TITLE: _____

SIGNING DATE: ____ / ____ / ____

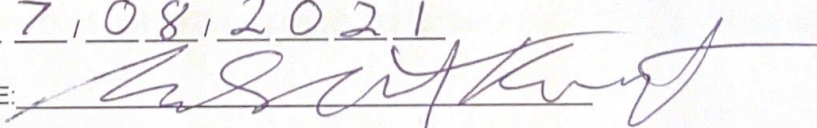
SIGNATURE: _____

THE CHRISTMAS KINGS

MATHEW KRONQUIST
PRESIDENT

DATE: 07/08/2021

SIGNATURE: _____





OVERVIEW

Please initial each of the following key points from the contract

1. _____ 50% Deposit due at the time of job approval, 50% final payment due Net30 after the completion of installation, or on/before December 15th - Late fees will be incurred for payments past December 15th
2. _____ All product provided as seasonal rental, unless otherwise stated in scope of work
3. _____ Customer must provide pre-checked and working Power Outlet (with bubble cover) at each lighting location. TCK can not run power across sidewalks or more that 100' from Outlet
4. _____ Price includes installation, service calls with a 24-48 hour response time, and removal of all products in January. All takedowns will be done between January 2nd - 31th (Weather Permitting)
5. _____ Customer must have landscape company change any nearby sprinklers to run only during daytime hours with a stop time no less than 4 hours ahead of lights on time and must be done before "lights on" date
6. _____ Any Vendor Registration Fees will be paid by the Client or the fee will be added onto the final invoice payment if they are not disclosed at the time of contracting.
7. _____ All non daytime decor will be installed in October (tree lighting, roof lines, fence lighting, flood lights, etc.). All Greenery, Bows, Decor, and final power connections will be done prior to the lights on date. The install date will be

determined by TCK within an acceptable date range from the client, property management company, owner, or other.



Invoice The Christmas Kings

31500 Grape St. Suite 3233, Lake Elsinore, CA, 92532
Inland Empire: 951-402-2000 • Orange County: 714-907-0003 • Fax: 951-905-1401
<https://www.thechristmaskings.com> • support@thechristmaskings.com

Invoice No. **21-5374**
June 1st 2021

CUSTOMER INFORMATION

Property Name	City of Laguna Hills	
Property Type		
Address	25555 Alicia Parkway	
City, State, Zip	Laguna Hills, CA, 92653	
Contact 1	Name: Dan Meehan Phones: Work: 949-707-2688	Title: Community Services Superintendent Email: dmeehan@lagunahillsca.gov

INVOICE TOTAL

\$99,710.00

City of Laguna Hills Community Center 2021

Quantity	Description
1	12' Lit Decorated Christmas Tree placed in Main Lobby with Gold, Silver, and Red Decor Package. Includes Garland going up stairwell and 48" Wreath at top
1	Lighting on the front and PDV side of the Community Center Building LED RGB on FRONT EDGE for LIGHT SHOW
2	Installation of two 7.5' tall Pandora Snowflakes with animated LED Drip lights
1	Installation of 15' tall x 7' wide passage noel walk through ornament
2	7.5' tall pre lit red ornaments on the corner monument pillars
2	4.5' tall white ornaments. installed on the top of the corner monument pillars
4	Light up bushes and Trees in front of Community Center Building and in Courtyard with Pure White LED mini lights
1	Install total - product rental, install, service, removal

El Toro Median Tree and Monuments (2 Identical Medians)

Quantity	Description
12	Spiral wrap 12 total Palm Trees with clear LED mini lights using 4"-6" spacing up approx. 25' high

Attachment: Proposed Lighting Agreement with The Christmas Kings (2516 : Holiday Lights)

12	Uplights on each Palm Tree to light up Palm Fronds (2 uplights per Palm to light up front and back, price is per palm)
8	3' tall out of ground gift boxes & 4.5' tall ornaments to be installed on the tops of the pillars
1	Install total - product rental, install, service, removal

5 Laguna Hills Monuments

Quantity	Description
5	Lit Decorated Garland across top of each Monument Sign
5	Light up bushes in front of and behind Monument Signs with Pure White Twinkle LED mini lights
5	Branch wrap trunk and major limbs of Magnolia Tree behind each Monument Sign with Pure LED mini lights APPROX. 15' high for
1	Light up 6 additional Trees behind South Moulton Entry Monument - Light up trunks and major limbs
1	Light up 3 additional Trees behind Oso Pkwy Entry Monument - Light up trunks and major limbs
1	Light up 2 additional Trees behind La Paz Entry Monument -Light up trunks and major limbs
1	Light up 1 additional Tree behind Alicia Pkwy Entry Monument -Light up trunks and major limbs
1	starbursts around the lower edge of the canopies installed in each tree
1	flood lights installed on the limbs of the trees that will shine into the canopies - red floods to match the red and clear theme throughout
1	Install 3 Lablanc 2D decor pieces at different monument signs - these decor pieces are approx. 5' wide and have shimmering lights - present boxes and ornaments
1	Install total - product rental, install, service, removal

LIGHT SHOW

Quantity	Description
1	8 trees in the courtyard wrapped with RGB LED lights
1	400' C9 RGB LED roof line lights installed on the front edge of the building
1	2 x 18' tall trees of lights to be installed in the courtyard
	2 x 14' tall trees of lights to be installed in the courtyard
	4 x boscoyo spinners to be installed in the courtyard
	happy 30th year anniversary GOBO shining on the building or a custom sign made and incorporated into the light show
	speakers and audio system installed in the trees of lights or installed on the building to broadcast into the courtyard
1	Install total - product rental, install, service, removal

Terms:

Attachment: Proposed Lighting Agreement with The Christmas Kings (2516 : Holiday Lights)

Quantity	Description
	- All product is provided as a rental for the season
	- 50% Deposit due at time of job approval, 50% final payment due November 15th (Net30)
	- Customer must provide pre-checked and working Power Outlet with water tight cover at each lighting location
	- Price includes installation, any service calls with a 24-48 hour response time, and removal of all product by January 20th (Weather Permitting)
	- Customer must have landscape company change any nearby sprinklers to run only during daytime hours, must be done before "lights on" date
	- All lights and Starbursts will be installed in October, all Greenery, Bows, Decor, and final power connections will be done on or before the lights on date of December 1st

EQUIPMENT

Quantity	Description
1	equipment - lifts - booms - scissors - ladders - etc. all equipment needed to install the display will be provided by TCK

TERMS

The Christmas Kings carries general liability insurance & work comp @ \$2,000,000 and \$1,000,000 limits, Increases are available at clients expense - Our price includes installation, service, & removal, unless otherwise specified. - All materials are supplied to project as a rental from The Christmas Kings, unless provided by the client or otherwise specified. - The client is responsible for providing adequate power at all lighted locations. - Sprinklers MUST be turned to operate during daylight hours to prevent shorting out the display. - The Christmas Kings provides service within 24 to 48 hours of reported outage. Please use our online service call reporting link to report an outage, or send an email to service@thechristmaskings.com. - Additional fees may occur if it is determined that vandalism, theft cause undo loss or damage.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for June 22, 2021, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the June 22, 2021, Regular Meeting.

ATTACHMENTS:

- 210622 PA Minutes

& 2022-2023 Fiscal Years"; and 3) Adopt Resolution No. 2021-06-22-6: "A Resolution of the City Council of the City of Laguna Hills, California, amending Fund 101 and Fund 600 of the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna Hills for the 2020-2021 Fiscal Year"

Motion to add wording to the Resolution to direct the City Manager to provide notice to the City Council prior to the authorization of any expenditures of American Rescue Plan Act funding.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Hunt, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

Motion to add wording to the Resolution to direct the City Manager to provide notice to the City Council in a reasonable timeframe after a transfer of funds of \$50,000 or more has occurred.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Erica Pezold, Mayor
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

Motion to move Staff's recommendation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

6. PLANNING AGENCY

Mayor Pezold recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:56 p.m.

6.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Chair	Present	
Don Sedgwick	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Bill Hunt	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

6.2. PUBLIC COMMENTS

There were no Planning Agency public comments on non-agendized items.

6.3. APPROVAL OF MINUTES**6.3.1 Approval of Minutes for June 8, 2021, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the June 8, 2021, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Agency Member
SECONDER:	Dave Wheeler, Agency Member
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

6.4. ADMINISTRATIVE REPORTS**6.4.1 Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed 2021-2022 Fiscal Year Capital Improvement Program**

Interim City Manager Rosenfield reviewed the information provided in the staff report.

Recommendation: That the Planning Agency adopt Resolution No. PA2021-06-22-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed 2021-2022 Fiscal Year Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Agency Member
SECONDER:	Bill Hunt, Agency Member
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

6.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Chair Pezold adjourned the Planning Agency Meeting at 8:59 p.m. All Council Members were present in chamber.

7. ADMINISTRATIVE REPORTS

7.1. Interim City Manager/Director of Public Services

7.1.1 Alternate Pest Control Pilot Program Final Report

Interim City Manager Rosenfield reviewed the information provided in the staff report and responded to Council requests for additional information.

Parks Supervisor Hanley responded to Council requests for additional information.

Walter Sato, Vice President and General Manager at Nieves Landscape, responded to Council requests for additional information.

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

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Bill Hunt, Council Member
SECONDER:	Don Sedgwick, Mayor Pro Tempore
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Director of Public Services
ISSUE: Confirmation of 2021 Weed Abatement Cost Report

RECOMMENDATION: That the City Council conduct a public hearing regarding the 2021 Weed Abatement Cost Report and adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, confirming the 2021 Weed Abatement Cost Report and providing for the collection of weed abatement assessments on the next regular tax bill levied against the subject parcel for municipal purposes."

SUMMARY:

In accordance with Government Code Section 39560, et seq., this is the time and place that has been fixed by Resolution No. 2021-05-25-2 of the City Council to receive and consider an accounting of the costs associated with weed abatement on each separate parcel of land where removal work has been performed, which report is required by law to be submitted to the City Council for confirmation of all itemized abatement costs. The City Council must conduct a public hearing to receive any public comments, complaints, or objections from property owners liable to be assessed for the abatement in connection with the FY 2020-2021 Weed Abatement Program prior to adopting a Resolution confirming the cost report associated with the clearing of properties as authorized. It is recommended that the City Council conduct the public hearing, take testimony and adopt the attached Resolution.

Confirmation of 2021 Weed Abatement Cost Report

July 13, 2021

Page 2

BACKGROUND:

The objective of the Weed Abatement Program is to declare by Resolution as a public nuisance and abate all weeds, rubbish, refuse, and dirt upon the streets, sidewalks, parkways, or private property in the City, as identified and described in the 2021 Weed Abatement List. This is done for the purpose of health and safety, management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties. The Weed Abatement Program is administered by the Public Services Department under the direction of the Interim City Manager/Director of Public Services. The City Council adopted Resolution Nos. 2021-04-13-2 and 2021-05-25-2 in April and May of this year, respectively, which authorized the annual Weed Abatement Program.

Property owners of properties that were identified as containing materials needing abatement under this program were notified by letter dated April 14, 2021, to clear their properties by May 31, 2021. Extensive public relations efforts were made by Staff to reduce the number of properties to be cleared by the City contractor. All properties that had not implemented weed abatement in a timely manner were also contacted by a door hanger and telephone contact to further encourage voluntary abatement compliance. City Staff's extensive efforts to assure private property compliance, in addition to good public response this year, resulted in 542 of the 543 private properties identified for weed abatement clearing their own parcels. One property owner did not abate their weeds and the City performed the necessary weed abatement as described on the attached Cost Report. The City has also completed its annual weed abatement on all public properties throughout the City.

The Weed Abatement Public Hearing Notice for confirmation of 2021 Weed Abatement Cost Report was published and posted as required by State law. It is recommended that the City Council open the public hearing, receive testimony, close the public hearing and adopt the Resolution confirming the Cost Report associated with the clearing of properties as authorized.

FISCAL IMPACT:

The total cost to be assessed for the one private property abated is \$1,406.55. This cost is comprised of direct contractor charges and a City \$482.15 per parcel administrative charge. The City will be reimbursed for the \$1,406.55 in costs through property tax collection procedures. Weed Abatement on City owned parcels has proceeded in accordance with the FY 2020-2021 Operating Budget.

Confirmation of 2021 Weed Abatement Cost Report
July 13, 2021
Page 3

ATTACHMENTS:

- Proposed Resolution
- 2021 Weed Abatement Cost Report

RESOLUTION NO. 2021-07-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONFIRMING THE 2021 WEED ABATEMENT COST REPORT AND PROVIDING FOR THE COLLECTION OF WEED ABATEMENT ASSESSMENTS ON THE NEXT REGULAR TAX BILL LEVIED AGAINST THE SUBJECT PARCELS FOR MUNICIPAL PURPOSES

WHEREAS, on April 13, 2021, the City Council adopted Resolution 2021-04-13-2, thereby commencing the Weed Abatement Program for 2021 in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq.*; the objective of the Weed Abatement Program is to declare by resolution as a public nuisance and abate all weeds growing upon the streets, sidewalks, or private property in the City, and all rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City, as identified and described in the 2021 Weed Abatement List, for health and safety purposes, for management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties; and

WHEREAS, Resolution No. 2021-04-13-2 commenced the 2021 Weed Abatement Program by declaring the weeds, rubbish, refuse and/or dirt on specified parcels of land identified in the 2021 Weed Abatement List to be a public nuisance and authorized the City Clerk to send written notice of the proposed public nuisance abatement to all persons owning property identified and described in the 2021 Weed Abatement List and advising them to remove any and all weeds, rubbish, refuse and/or dirt that, when dry, become a fire hazard; and

WHEREAS, on April 14, 2021, the City sent the legally required notice to destroy weeds and remove rubbish, refuse, and dirt to all affected property owners identified on the 2021 Weed Abatement List; the notice provided that if the public nuisance is not abated and removed by the owners of the affected parcels of land by May 31, 2021, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code §39560 *et seq.*, in which case the cost of such removal shall be assessed upon the parcel of lands from which or in front of which such weeds, rubbish, refuse, and/or dirt are removed and that upon confirmation such cost will be constitute a lien upon such parcel or lands until paid; and

WHEREAS, the legally required mailed notice sent to the affected property owners provided that the City Council would hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a Public Hearing process conducted on May 25, 2021; and

WHEREAS, during the May 25, 2021, Public Hearing, the City Council was to have heard and considered all objections and protests presented by property owners and other interested parties to the proposed public nuisance abatement and removal of all weeds, rubbish, refuse, and/or dirt on specified parcels identified and described in the 2021 Weed Abatement List; however, no public testimony was received; and

WHEREAS, on May 25, 2021, the City Council adopted Resolution No. 2021-05-25-2, thereby: 1) Determining not to allow any objections; 2) Issuing an abatement order and authorizing the Interim City Manager/Director of Public Services to abate and remove by use of City authorities all weeds, rubbish, refuse, and/or dirt on specified parcels as identified and described in the 2021 Weed Abatement List; 3) Acquiring jurisdiction to proceed and perform the work of weed, rubbish, refuse, and/or dirt removal on specified parcels; 4) Declaring that it is the intention of the City Council to assess the amount of the City's cost for the abatement of the public nuisances upon the specified parcels of land identified and described on the 2021 Weed Abatement List, which assessments against the respective parcels of land shall constitute a lien; and 5) Ordering the Interim City Manager/Director of Public Services to keep an accounting of the cost of abatement on each separate parcel of land where removal work is performed and to submit to the City Council for confirmation an itemized written report showing such abatement costs; and

WHEREAS, pursuant to Resolution Nos. 2021-04-13-2 and 2021-05-25-2, the Interim City Manager/Director of Public Services did abate such nuisances and/or caused the same to be abated by having such weeds removed; and

WHEREAS, the Interim City Manager/Director of Public Services kept an accounting of the cost of such abatement in front of or upon each separate parcel of land in the form of an itemized cost report submitted this date to the City Council showing the cost of removing the weeds in front of or upon each separate lot, parcel, or piece of land, or both ("2021 Weed Abatement Cost Report"), said report having been posted in the manner and for the time required by law; and

WHEREAS, the City Council duly considered the 2021 Weed Abatement Cost Report, along with any objections of the property owners liable to be assessed for the abatement, on this 13th day of July 2021.

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

SECTION 1. The City Council has received and considered the 2021 Weed Abatement Cost Report prepared by the Interim City Manager/Director of Public Services, which is attached hereto as Exhibit "A", and hereby confirms the report without modification.

SECTION 2. The City Clerk is hereby directed for each subject parcel, to record this Resolution in the office of the County Recorder and also to promptly forward a certified copy of this resolution confirming the 2021 Weed Abatement Cost Report along with a certified copy of the 2021 Weed Abatement Cost Report to the Orange County Auditor-Controller and County Tax Collector, who shall add the amount of the assessments to the next regular tax bill levied against the subject parcels for municipal purposes.

PASSED, APPROVED AND ADOPTED this 13th day of July 2021.

ERICA PEZOLD, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2496 : Confirmation of 2021 Weed Abatement Cost Report)

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2021-07-13-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 13th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2496 : Confirmation of 2021 Weed Abatement Cost Report)

2021 Weed Abatement Cost Report
Exhibit A
 (Privately Owned Parcels)

<u>AP Number:</u>	<u>Address:</u>	<u>Work Date:</u>	<u>Hand Work</u> <u>Cleared</u> (sf):	<u>Mow Work</u> <u>Cleared</u> (sf):	<u>Admin.</u> <u>Fee:</u>	<u>Hand</u> <u>Charges:</u>	<u>Mowing</u> <u>Charges:</u>	<u>Debris Removal</u> <u>Charges:</u>	<u>Total Charged:</u>	<u>City/District</u> <u>Code:</u>
588-141-06	Behind 23092 Mill Creek Rd	6/4/2021	497.6	0	\$482.15	\$124.40	\$ -	\$800.00	\$1,406.55	081



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Employment Classifications, Salary Ranges, and Benefits for Management, Confidential, and Part-Time Classes of Employment with the City

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, regarding employment and establishing salary ranges and benefits for Management, Confidential, and Part-time classes of employment with the City and rescinding Resolution No. 2018-06-26-2."

SUMMARY:

The proposed Salary and Benefits Resolution (Resolution) covers Management, Confidential, and Part-time classes of employment. All other employees are covered by the Memorandum of Understanding (MOU) between the City and the Laguna Hills City Employees Association (LHCEA). This proposed Resolution essentially mirrors the terms of the recently-approved MOU with the LHCEA and is anticipated to coincide with the expiration of the MOU with the LHCEA. Staff has estimated the two-year costs pertaining to Management and Confidential classifications of employment associated with this Salary and Benefits Resolution to be between \$30,557-\$52,881, with the final amount dependent on the cost of living adjustment for FY 2022-2023. Approval and adoption of the Resolution is recommended.

BACKGROUND:

Resolution No. 2018-06-26-2 has governed salary and benefits for the 2018-2019 through 2020-2021 Fiscal Years for unrepresented employees, which includes

Salary and Benefits Resolution for Management, Confidential, and Part-Time
July 13, 2021
Page 2

Management, Confidential, and Part-time employees.

Due to the severe impact on revenues during the COVID-19 pandemic, Staff implemented a number of budget savings in operating expenditures, including personnel costs. Consequently, the City Council approved Resolution No. 2020-08-25-1 amending Resolution No. 2018-06-26-2, making specific adjustments to the compensation and benefits for Management employees including deferral of the scheduled cost of living adjustment (COLA), freezing the phase-in of the employees' contribution to CalPERS to partially offset the impact of the COLA deferral, and temporarily reducing the City's contribution to the supplemental retirement program.

Staff is proposing a Resolution for 2021-2022 and 2022-2023 Fiscal Years that essentially mirrors the terms of the recently-negotiated MOU between the City and the LHCEA:

- Salary ranges will increase by a 2% cost of living adjustment on July 1, 2021. Furthermore, the City will increase salary ranges by the April CPI for the Los Angeles-Long Beach-Anaheim area for All Consumers effective on July 1, 2022, with a minimum of 1% and maximum of 3% increase.
- The City will continue to freeze the splitting of health insurance premium increases over the next two years.
- City employees currently receive a bereavement leave benefit of three days (equivalent to 24 hours). The City will increase bereavement leave to a maximum of five days (equivalent to 40 hours).
- The City is currently undergoing a comprehensive classification and compensation study. Pursuant to the proposed terms of the MOU between the City and the LHCEA, employees who are below the comparator agencies' average in the current 2021 classification and compensation study will have their ranges adjusted to the 5% threshold, effective January 1, 2022. Any increase in salary range of more than 5% due to the results of study will receive 5% of the increase on January 1, 2022. The remaining increase will be provided on July 1, 2022. The proposed salary ranges as stated in Section 2 of the Resolution do not include any adjustments due to the current 2021 classification and compensation study. Staff will return to the City Council upon completion of the study for discussion of any proposed adjustments to salary ranges for Management and Confidential employees due to the results of the study.

Salary and Benefits Resolution for Management, Confidential, and Part-Time
July 13, 2021
Page 3

- The proposed Resolution will continue the phasing-in of the Management employees' normal contribution rate for CalPERS Tier 1 employees. Effective July 1, 2021, Management employees will pay 6.25% toward the City's normal cost of its pension program with CalPERS. This amount will increase to the full 7% on July 1, 2022.
- Additionally, due to minimum wage increases in California that went into effect on January 1, 2021, Staff is proposing new salary ranges for the part-time Community Services Leader I and Community Services Leader II classifications.

The term of this proposed Resolution is anticipated to coincide with the duration of the MOU between the City and the LHCEA. Also, it should be noted that while the Interim City Manager's salary is listed in the proposed Resolution, pursuant to his Employment Agreement with the City, the Interim City Manager will not receive any cost of living adjustments authorized in the Resolution for other positions.

It is recommended the City Council adopt the proposed Resolution establishing salary ranges and benefits for Management, Confidential and Part-Time employees.

FISCAL IMPACT:

Staff estimates the two-year costs pertaining to the Management and Confidential classifications of employment covered by this proposed Resolution to be between \$30,557-\$52,881, with the final amount dependent on the cost of living adjustment for FY 2022-2023. All expenditures associated with the attached Resolution are included in the 2021-2023 Biennial Budget.

ATTACHMENTS:

- Proposed 2021-23 Salary and Benefits Resolution

RESOLUTION NO. 2021-07-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REGARDING EMPLOYMENT AND ESTABLISHING SALARY RANGES AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY AND RESCINDING RESOLUTION NO. 2018-06-26-2

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

SECTION 1. This Resolution establishes the official plan of compensation for the City for positions defined as management, confidential, and part-time in the Employer-Employee Relations Resolution No. 2012-02-14-3. The plan of compensation for all other employees is set forth in the current Memorandum of Understanding between the City and the Laguna Hills City Employees Association. In addition, insurance benefits for elected officials are established in Section 3, Subsection II of this Resolution.

SECTION 2. The following salary ranges are assigned to the classes of employment, which are hereby designated as management, confidential, and part-time for 2021-2022 and 2022-2023 Fiscal Years. Unless specified otherwise herein, the provisions of this Resolution only apply to the following classifications:

FULL-TIME POSITIONS – CONFIDENTIAL	MONTHLY RANGE	
Executive Assistant to the City Manager	\$ 6,399.50	\$ 7,778.65

FULL-TIME POSITIONS – MANAGEMENT		
Assistant City Manager/Director of Public Services	\$ 14,690.04	\$ 17,856.39
Interim City Manager	\$ 22,467.50	\$ 22,467.50
Community Development Director	\$ 14,282.04	\$ 17,359.07
Deputy City Manager/City Clerk	\$ 13,566.00	\$ 16,489.32
Deputy City Manager/Community Services Director	\$ 13,566.00	\$ 16,489.32
Finance Director	\$ 13,393.62	\$ 16,280.22

PART-TIME POSITIONS		
Code Enforcement Officer	\$ 27.25	\$ 32.70
Community Services Leader I	\$ 14.00	\$ 15.00
Community Services Leader II	\$ 15.00	\$ 18.00

Effective July 1, 2021, the City shall increase salaries by a cost of living adjustment of 2%. Furthermore, effective July 1, 2022, the City shall increase salary ranges in accordance with the Consumer Price Index ("CPI") for April 2022 for the Los Angeles-Long Beach-Anaheim area for All Urban Consumers, with a minimum increase of 1% and a maximum increase of 3%. The above stated cost of living adjustment per the CPI does not apply to the position of Interim City Manager.

Employees whose classification salary ranges are below the threshold of 5% above the comparator agencies' average, as determined by the results of the 2021 comprehensive classification and compensation study, will have their classification salary range adjusted to 5% above the comparator agencies' average. Any classification with a salary range increase of more than 5% due to the results of the 2021 compensation study will receive 5% of the increase on January 1, 2022. The remaining increase will be provided on July 1, 2022.

SECTION 3. The City shall provide the following benefits to the categories of employees specified herein:

I. RETIREMENT

A. The City shall participate in the California Public Employees Retirement System (Cal PERS). The City provides the following two tiers of benefits:

1. Tier 1 (Employees hired before July 1, 2013 or individuals hired after July 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Program and beginning July 1, 2021, management employees shall pay 6.25% toward the City's normal cost rate of its pension program with Cal PERS (as determined by Cal PERS). Effective July 1, 2020, employees shall pay 7.00% toward the City's normal cost rate of its pension program with Cal PERS (as determined by Cal PERS). Additional benefits provided through Cal PERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement system within the six months prior to employment with the City): 2% @ 62 with 3-year Final Compensation and with employee paying 100% of the employees' contribution to PERS.

B. The City shall provide a supplemental retirement program as established in Resolution No. 99-05-04-1, which affords management employees a defined contribution equal to 6.5% of base salary upon employment with the City and

confidential employees a defined contribution equal to 3.0% of base salary after ten years of service with the City.

- C. The City shall provide a retiree health savings plan as established in Resolution No. 2001-12-11-2.
- D. The City shall make available to all management and confidential employees the ICMA Retirement Corporation's Section 457 Deferred Compensation Plan. This is a voluntary program and will be funded at the sole cost of each participating employee. This provision does not apply to the Deferred Compensation provisions found in the Employment Agreement between the City and the City Manager which provide for the terms and conditions of their participation in the Plan.
- E. The City shall provide to part-time employees an alternative retirement plan as established in Resolution No. 2000-06-27-5.
- F. The City shall contribute into a Section 457 deferred compensation program for the Assistant City Manager/Director of Public Services classification which shall be administered by the International City Management Association-Retirement Corporation (ICMA-RC) in the amount of ten thousand dollars (\$10,000.00) per year. This amount shall be paid in a lump sum on July 1 of each calendar year thereafter.

II. INSURANCE

- A. Effective July 1, 2021, the City will contribute the following towards all full-time management, confidential employees, and elected members' health insurance premium:

Employee Only	\$822.65
Employee+One	\$1,637.58
Employee+Family	\$2,126.94

City contributions to medical insurance plan will increase to an amount not to exceed the equivalent of the annual increase in the PPO premium. Employees will be responsible for paying any portion of their health insurance premium not covered by the City's contribution amount.

- B. The City shall provide and pay for a dental insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- C. The City shall provide and pay for a vision insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- D. The City shall provide and pay for a group life and accidental death and dismemberment insurance plan for all full-time management and confidential employees on the basis of 150% of the employee's annual salary, to the next highest \$1,000.00 increment, up to a maximum of \$250,000.

- E. The City shall provide and pay for a short and long-term disability plan for all full-time management and confidential employees.
- F. Elected members may opt not to participate in the City's medical, dental, and vision insurance plans.

III. VACATION

- A. Full-time non-management, confidential employees accrue vacation leave according to the following schedule:

Years of Service	Rate
0-3	10 days/year or 6.667 hours/month
4-9	15 days/year or 10 hours/month
10+	20 days/year or 13.334 hours/month

- B. Full-time management employees accrue vacation leave according to the following schedule:

Years of Service	Rate
0-3	15 days/year or 10 hours/month
4+	20 days/year or 13.334 hours/month

- C. Upon termination or retirement, all employees shall be compensated at their current pay scale for their accrued vacation leave balance. No employee shall be allowed to carryover more than 320 hours of vacation leave from one fiscal year to the next.
- D. For management employees, upon completion of ten years of full-time employment with the City, the City shall make a one-time allotment of 40 hours of vacation leave to the employee's vacation leave balance.

IV. HOLIDAYS

- A. The City shall observe certain fixed holidays during which City Hall will be closed. These include:

New Year's Day
 Presidents Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving
 Day After Thanksgiving
 Christmas Eve (when Christmas Eve falls on a regularly scheduled work day)
 Christmas Day

- B. Full-time employees shall receive 8 hours pay for these holidays. In order to receive holiday pay, an employee must have received pay for all of both the

regularly scheduled work assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday.

- C. The City shall provide full-time management and confidential employees 108 paid hours per fiscal year for fixed holidays as set forth herein and employees may use the remaining time as discretionary holiday leave.
- D. With the exception of Christmas Eve, holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner.
- E. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

V. LEAVES OF ABSENCE

- A. All full-time employees shall accrue annual sick leave at a rate of 8 hours per month.
- B. All full-time management and confidential employees prior to completing ten years of service as full-time employees, (hereafter, "ten—year anniversary") shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits under Section 3, Paragraph III.C above can be exceeded to a maximum of 480 hours.
- C. For all full-time management and confidential employees who have completed their ten-year anniversary, sick leave accumulation and balances will be governed by Resolution No. 2001-12-11-2. As part of the Retirement Health Services (RHS) plan, employees upon ten years of service may convert any vacation hours over 80 hours to sick leave on a 1 to 1 basis.
- D. All full-time management and confidential employees shall receive up to five days bereavement leave (40 hours total) for absence necessitated by the death of immediate family members. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the City Manager, the employee shall furnish satisfactory evidence of such death.
- E. Part-time employees shall begin to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment, or July 1, 2015, whichever occurs later. A part-time employee is not eligible to begin using any accrued paid sick leave until after ninety (90) days of employment with the City and is only allowed to use up to a

maximum of three (3) days or twenty-four (24) hours, whichever is greater, of paid sick leave in a twelve (12) month period. A part-time employee can only accrue paid sick leave up to a cap of six (6) days or forty-eight (48) hours, whichever is greater, ongoing. Sick leave does not accrue once the cap is reached, but accrual begins again when accrued sick leave drops below the cap. Any unused accrued paid sick leave carries over year to year while the part-time employee is continuously employed.

VI. AUTOMOBILE ALLOWANCE

- A. The following positions, at the discretion of the City Manager, may be eligible for a monthly automobile allowance in lieu of mileage reimbursement:

Assistant City Manager/Director of Public Services	-	\$ 650
Community Development Director	-	\$ 600
Deputy City Manager/City Clerk	-	\$ 600
Deputy City Manager/Community Services Director	-	\$ 600
Finance Director	-	\$ 300

All other employees shall be reimbursed at the prevailing standard mileage rates established by the IRS.

SECTION 4. MISCELLANEOUS PROVISIONS

- I. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any provision of this Resolution.
- II. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution.
- III. In the event of any conflict between the provisions of the City Manager's Employment Agreement and this Resolution, the Agreement prevails.

SECTION 5. EFFECTIVE DATE

- I. Except as otherwise specified to the contrary in this Resolution, all provisions set forth herein shall be effective July 1, 2021.

SECTION 6. Resolution No. 2018-06-26-2 is hereby rescinded and replaced with this Resolution.

PASSED, APPROVED, AND ADOPTED this 13th day of July 2021.

ERICA PEZOLD, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2021-07-13-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 13th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 13, 2021
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Interim City Manager/Director of Public Services
ISSUE: Public Safety Update

RECOMMENDATION: That the City Council approve the Actions underway to improve public safety at and around the Laguna Hills Community Center and Sports Complex.

SUMMARY:

The City Council received and filed the Laguna Hills Police Services Public Safety Update Report at the June 22, 2021, meeting and further directed Staff to evaluate security options, including security personnel, at the Laguna Hills Community Center and Sports Complex. This report addresses the City Council directive and also provides an update on the "Actions" proposed by Staff in the June 22nd Report to improve public safety at, and near, the Community Center and Sports Complex.

BACKGROUND:

The City Council, and some members of the public, have expressed concerns regarding general public safety and, specifically, public safety issues at, or near, the Laguna Hills Community Center and Sports Complex. Reference is made to the June 22, 2021, Laguna Hills Police Services Public Safety Update Report presented at that City Council meeting for overall information about current and recent past Police Services operations. In that report, Staff identified the following eight Actions being planned to address these concerns and herein provides a current update of these Actions. In addition, Staff is adding a ninth Action as was discussed at the June 22nd meeting.

Public Safety Update

July 13, 2021

Page 2

1. Continue concentrated proactive enforcement activities at the Community Center and Sports Complex and at nearby neighborhoods, as resources permit.

Update: Laguna Hills Police Services have continued proactive police enforcement at the Community Center and nearby areas, including active anti-gang enforcement. Increases in arrests in the area were reported in the June 22nd report and this trend continues. These efforts will continue until deemed no longer necessary.

2. Complete a public safety vulnerability assessment of the Community Center.

Update: On June 28, 2021, the Orange County Intelligence Assessment Center Critical Infrastructure Protection Unit of the Orange County Sheriff's Department (OCSd) performed a field review of the Laguna Hills Community Center and Sports Complex and issued an initial summary of their public safety recommendations to include the following suggested improvements. A full report is pending.

- a) Consider installing additional security cameras to fill surveillance gaps and to eliminate blind spots. Add conspicuous signage, which clearly communicates the grounds are under surveillance. (City initiated work on the security camera system has already occurred with more improvements planned, please see discussion in #4 below).*
- b) Improve the lighting/illumination around the main building, the picnic area, the baseball field, and alongside the loading dock/waste pick-up area. (Staff will consult with a lighting design professional to address this recommendation and report back to the City Council.)*
- c) In addition to improving lighting conditions, consider planting fast growing vines and thorny vegetation, like bougainvillea, along the exterior of the softball field's perimeter wall. (Staff will investigate the existing irrigation and implement this recommendation as soon as feasible.)*
- d) Provide physical hardening of the front reception area in the Community Center Building to provide distancing from an aggressor and ballistic protection. (Staff will consult with a design professional on the scope of this recommended work and report back to the City Council.)*

- e) *Consider the installation of a permanent fence and gate around the skate park and the roller hockey rink/pickle ball court. Implement staffing for the hours of operation. (This recommendation requires a substantial capital improvement expenditure which is not funded in the current budget but can be considered when funding is available.)*
- f) *Hire additional security personnel for presence on the grounds to deter vandalism and provide increased situational awareness for the entire site and to monitor for suspicious behavior. (Please see further discussion per the topic "Security Personnel" below.)*
- g) *Consider additional placements of vehicle-rated, impact resistance bollards or vehicle-rated planters for areas with high-speed avenues of approach. (Staff will consult with a design professional on the scope of this recommended work and report back to the City Council.)*

3. Report on the results of the implementation of the Automated License Plate Readers (ALPRs) within 180 days of deployment.

Update: Staff will report back to City Council on the outcomes from use of the ALPRs following the 180 days deployment.

4. Plan for the deployment of additional security cameras and signage at the Community Center and Sports Complex.

Update: In the month of June, and within the 2020-2021 Fiscal Year Budget, Staff upgraded an existing digital camera at the Snack Bar/Picnic Shelter area with a new high definition digital multi-directional camera providing four distinct views focusing in on previously unobserved areas. The replaced digital camera from this location was moved to and installed at the Skate Park for better camera resolution. Further, another existing camera at the Skate Park was replaced with a higher definition digital camera, and a third high definition camera (for a total of three cameras in this area) was installed at the skatepark to also provide some coverage of the Roller Hockey Rink facility. In order to improve the resolution and transmittal of video data from the Skate Park cameras to the recorder/CPU located within the Community Center, nanobeam hardware was also installed. The new nanobeam hardware increases the bandwidth of wireless transmission.

Additionally, the primary recorder/CPU for all of the security cameras at the Community Center is in the process of being replaced to allow for future expansion of the camera system. This is a work effort planned in this 2021-2022 Fiscal Year Budget in the amount of \$15,000. The existing recorder/CPU hardware has reached its capacity for cameras and must be replaced to allow for camera expansions. Additional camera deployments will have a budget impact to be determined. Staff is in the process of identifying existing cameras in need of upgrade and new locations for camera installations.

5. Continue to utilize available resources to deter gang activity, graffiti, and other vandalism in Laguna Hills.

Update: Staff is making daily and hourly field checks of activities at the Community Center and Sports Complex grounds with a written checklist for Staff to monitor this work effort. Staff also daily inspects for graffiti, documents it, reports it to OCSD, and orders its removal as soon as feasible. Further, additional controls on the hours of operation of the restrooms have been implemented to reduce the opportunity for vandalism of the restroom. The Staff checks of the area is an ongoing commitment.

6. Through the new Crime Prevention Specialist position, reinvigorate the Neighborhood Watch and Business Watch programs.

Update: The Crime Prevention Specialist recruitment through the OCSD is in process and will soon be completed. The Crime Prevention Specialist will reinvigorate the Neighborhood Watch, Business Watch and social media presence of the OCSD.

7. Evaluate the placement of information signage at the Community Center in the format of "See Something – Say Something."

Update: Staff has had six "Neighborhood Watch – Call 911 for Suspicious Activity" signs installed at the Community Center and Sports Complex as a first step and will be adding further signage.

8. Evaluate property control laws relating to criminal activity

Update: Staff has made initial reviews of various programs in place at the cities of Monrovia and Duarte for crime prevention (the OCSD provides similar and expanded programs which are utilized in the City as shown on Attachment A) and, as well as, a review of the "crime free rental housing" law in place in

the City of San Bernardino. These findings are further described below.

9. Evaluate a citywide parking prohibition during days and hours of street sweeping and a citywide overnight parking prohibition (New)

Update: This is a new action item added as a result of Council member comments made at the June 22, 2021, meeting. Staff has initiated a review of these parking control options and will report on their findings to the Traffic Commission and City Council this fall.

Security Personnel

Staff has made initial inquiries as to the potential cost of armed security personnel being used at the Community Center and Sports Complex for observations of activity at the site and for reporting suspicious activity to the OCSD. For the equivalent of one security person being at the site for approximately 14 hours per day, 8:00 am to 10:00 pm, seven days per week, the cost would be about \$13,000 to \$15,000 per month. If the use of security personnel is to be implemented, an amendment to the budget will be necessary.

Public Safety/Crime Prevention Programs in Other Cities

Staff has researched the crime prevention and public safety strategies of two cities in Los Angeles County as suggested by the public at a previous City Council meeting. The below is a summary of these programs in place in the City of Duarte and the City of Monrovia. These programs are already also provided to the City by the OCSD or are not applicable to our current population. A side to side comparison of these crime prevention offerings to those provided by the OCSD are provided as Attachment A to this report.

City of Duarte

The City of Duarte is a general law city with an estimated population of 21,721. Duarte contracts with the Los Angeles Sheriff's Department (Temple Station) for police and public safety services.

Crime Prevention Strategies in use:

- City of Duarte E-News: Residents and businesses can register their email address to receive news from the City, including public safety news and updates.

Public Safety Update

July 13, 2021

Page 6

- **Anonymous Tips:** Anonymous tips can be reported via phone or email to the LASD's Satellite Station Crime Tip Hotline or via email. Duarte residents and businesses can also report crime through the Los Angeles Regional Crime Stoppers program.
- **Neighborhood Watch:** Duarte has an active neighborhood watch program with over 150 active block captains and co-captains.
- **Youth Prevention and Intervention Program:** Duarte contracts with the Los Angeles County Probation Department to provide a prevention and intervention program for at-risk youth (K-12). Two dedicated Deputy Probation Officers are stationed at the Duarte Public Safety Station and work at all Duarte Unified School District schools to ensure that youth involved in the program stay out of the juvenile justice system.
- **Homelessness:** The homeless count in Duarte was 15 in 2018 and 29 in 2019. The City of Duarte and the City of Irwindale (a neighboring city of Duarte) have adopted and implemented a Plan to Prevent and Combat Homelessness.

City of Monrovia

The City of Monrovia is a general law city with an estimated population of 37,935. Monrovia has its own police department.

Crime Prevention Strategies

- **Duarte and Monrovia Anti-Gang Enforcement (DAMAGE):** DAMAGE is an ongoing task force composed of LASD and the Monrovia Police Department. The task force focuses on combatting gangs and gang violence in Monrovia.
- **Community Activist Policing (CAP):** The CAP Program is dedicated to the concept that the community itself must change the environment that breeds crime. The strategy consists of four components:
 1. A cooperative problem-solving relationship between private and public agencies and the community.
 2. Recognition of the importance of cleaning up graffiti, rundown facilities, and blight.
 3. The development of family and support systems.
 4. Eliminating crime and fear of crime.

Public Safety Update

July 13, 2021

Page 7

- **Monrovia Anti-Gang Intervention Committee (MAGIC):** MAGIC is a program composed of police officers and school counselors that identify at-risk youth and gang associates and attempts to steer them away from gang affiliation and activity.
- **Monrovia Area Partnership (MAP):** MAP is a community-based program to increase civic engagement and strengthen the relationship between the community and the City of Monrovia. MAP is managed by the Community Development Department and the Neighborhood and Business Services Division. MAP is a partnership of staff, residents, and businesses.
- **High Risk Offenders Program:** This program is used to minimize the impact of parolees living in the community by tracking all parolees released from prison back to Monrovia.
- **Truancy Ordinance:** This program has helped to increase school attendance and reduce the number of school dropouts. Students are encouraged to stay in school rather than be on the streets.
- **Drug Awareness Resistance Education (DARE):** A program between Monrovia and the Monrovia Unified School District, led by specially trained Monrovia police officers, to raise awareness about drug use and gangs.
- **Parenting Classes:** Monrovia Police Department offers parenting classes in English and Spanish to promote a healthy family environment.
- **Monrovia Reads and Plays Van:** This program takes recreation, library, and literacy training directly into at-risk neighborhoods on a daily basis.
- **Youth Sports Program:** This program provides organized sports for latch-key children after school and serves several hundred youth.
- **Weekly Report:** The Monrovia Police Department distributes a weekly report containing local criminal activity.
- **Anonymous Tips:** The Monrovia Police Department participates in the LA County Crime Stoppers program to report criminal activity anonymously.

Many of the programs listed above are already in use in the City either by Staff functions or by the use of OCSD resources. Some of the programs listed above are not applicable to the City of Laguna Hills. Please see the comparison chart provided as Attachment A.

Crime-Free Rental Housing Ordinance City of San Bernardino

The City of San Bernardino's Crime-Free Rental Housing Program is an inspection, education, and certification program that, in several key respects, is mandatory for owners and managers of properties within the city used for purposes of multi-family rental housing with four or more units. The program requires 1) annual inspections of all multi-family rental housing by designated city code enforcement program officers, 2) participation by all owners and managers of multi-family rental housing in education programs, and 3) use of a "crime-free" lease addendum for every rental unit within the city. There are further actions that may be taken by owners and property managers to become "certified" as a crime-free property within the City. There is a significant budget impact due to the administrative work required as well as the use of code enforcement officers and a fee may need to be charged to the rental properties for implementation of this program.

San Bernardino's current Program is codified at San Bernardino Municipal Code ("SBMC") Chapter 15.27. The Program applies to "all multi-family rental housing complexes containing four or more units on a single parcel." (SBMC §§15.27.040) Hotels, motels, extended care facilities, dormitories, and mobile home parks are expressly exempted from the requirements of the Program. This program does not apply to ownership units such as condominiums or single-family homes that may be in use as a rental property.

It appears that most, if not all, cities that have adopted some version of the Crime-Free Rental Housing Program would appear to be those with a significant number of large multi-family rental housing properties within their jurisdiction (e.g., San Bernardino, Fontana, San Diego, Riverside, etc.). San Bernardino had nearly 1,000 multi-family rental properties and 17,000 individual rental units at the time it adopted its ordinance. The City of Laguna Hills has eight for rent multi-family properties consisting of 1,534 apartments.

It is not, at this time, recommended the City pursue the adoption of a crime-free rental housing program as the cost, administrative responsibility, and enforcement responsibilities are significant, the regulations do not apply to single ownership rental properties and the City would have to adopt a new fee program, based upon a further analysis of the cost impacts, to fund such a program. It appears that smaller population cities with fewer numbers of rental properties and limited isolated pockets of criminal activity, utilize specific targeted increased law enforcement presence in the affected

area as a preferable approach.

It is recommended that the OCSD continue targeted enforcement of areas of concern to address crime prevention and public safety needs of specific areas. In addition, it is recommended that Staff initiate an outreach program to multi-family developments to discuss crime prevention, public safety and local concerns.

FISCAL IMPACT:

Some of the identified actions in this report recommended to improve public safety at and around the Laguna Hills Community Center and Sports Complex will have costs that are not yet known. That information will be provided to the City Council at a future date.

Costs not known include the recommendations to add lighting, to add cameras, to add bollards, to add building reception protection, to fence and staff the Skate Park, to add vines on the exterior wall of the softball field and to implement citywide parking controls.

The cost to add one armed security guard for 14 hours per day on a continuous basis is estimated to cost between \$13,000 and \$15,000 per month. This expenditure is not included in the current Budget and if desired would require a Budget Amendment..

ATTACHMENTS:

- Attachment A - Public Safety-Crime Prevention Program Comparison

Public Safety/Crime Prevention Program Comparison

7.1.2.a

PROGRAM	Orange County Sheriff's Department	Duarte Police Department	Monrovia Police Department
Public Information/Messaging Programs	Emergency/Disaster Messaging - AlertOC : Telephone, text, and email notifications		
	Non-Emergency - Social Media OCSD: Twitter, Facebook, and Instagram		
	Non-Emergency - Social Media OCSD-Laguna Hills Police Services Twitter, Facebook, Instagram, & Nextdoor		
	City of Laguna Hills - Website	City of Duarte E-News	
	City of Laguna Hills - Social Media		
	CrimeMapping.com - Free public access program which allows residents to view criminal activity in region (via a pin map) and the ability to sign up to receive local crime activity alerts via email or text. System automatically updates about every hour.		Weekly Report : MPD distributes a weekly report containing local criminal activity
Crime Reporting/Anonymous Tips Programs	Emergency - 911	Emergency - 911	Emergency - 911
	Non-Emergency - (949)647-7000 or (949)770-6011		
	OC Crime Stoppers - Anonymous tips via telephone, email, or text message	LASD Crime Tip Hotline/email or LA County Regional Crime Stoppers program - Anonymous tips	LA County Regional Crime Stoppers program - Anonymous tips
	Non-Emergency Laguna Hills Police Services - Telephone (949)707-2640 and emails listed on City Police Services website		
Crime Prevention Services	Crime Prevention Services : Focuses on the deterrence and reduction of crime through active community efforts. Information is disseminated to citizens and local businesses to increase awareness. Neighborhood and Business Watch Programs are a key component in local crime prevention		
Neighborhood Watch Programs	Coordinated through Crime Prevention Services: Services include - Program coordination with residents, Guest Speaker Presentations, Home Security Assessments, and Vacation Patrol Checks Program	Active Program	
Business Watch Programs	Coordinated through Crime Prevention Services: Services include - Program coordination with business owners, Business Security Assessments, and Trespass Arrest Authorization Program		Community Activist Policing (CAP) : Private/Public partnerships, Community involvement, Family involvement
Homelessness Programs	Behavioral Health Bureau (Former Homeless Liaison Program) : Collaborative effort between OCSD, OC Health Care Agency, and OC Mental Health. Provides a multi-disciplinary response team to address homelessness and assist individuals experiencing a mental health crisis.	Plan to Prevent and Combat Homelessness : Collaborative effort between Duarte and Irwindale to address homelessness in their communities.	
Gang Enforcement Programs	Gang Enforcement Team (GET) : Regional task force focusing on gang activity (prevention/enforcement/suppression): Collaborative effort between OCSD, OC Probation Department, and OC District Attorney's Office		Duarte and Monrovia Anti-Gang Enforcement (DAMAGE) : Regional task force composed of LASD and Monrovia PD focusing on gang activity
	Directed Enforcement Team (DET) : Regional task force: Collaborative effort between OCSD and OC Probation Department focusing on problem oriented policing of current trends, monitoring of probationers/parolees, and targeted enforcement of career criminals and violent offenders		High Risk Offenders Program : Program used to minimize the impact of parolees living in the community.

Attachment: Attachment A - Public Safety-Crime Prevention Program Comparison (2511 : Public Safety Update)

Public Safety/Crime Prevention Program Comparison

7.1.2.a

PROGRAM	Orange County Sheriff's Department	Duarte Police Department	Monrovia Police Department
YOUTH PROGRAMS	OCSD - Community Engagement: Drug education programs and presentations for students and families. Program includes Drug Use is Life Abuse (DUILA) and Drug Awareness and Resistance Education (DARE) campaigns		Drug Awareness Resistance Education (DARE): Collaborative effort between the City and School District to raise awareness about drug use and gangs
	OCSD - Community Relations: Community and Nonprofit liaison collaborating with faith community leaders and nonprofit organizations		Monrovia Area Partnership (MAP): Community-based program to increase civic engagement and strengthen the relationship between the community and the City.
	Juvenile Services Bureau (JSB): Collaborative effort with OC Probation Department. Provides comprehensive investigative, counseling, rehabilitation and referral services to rehabilitate and/or divert youthful offenders away from the criminal justice system in alternative programs		
	School Mobile Assessment and Resource Team (SMART): Collaboration between OCSD, local school districts, OC Probation Department, OC District Attorney's Office, OC Healthcare Agency to help resolve safety issues and concerns involving local schools and students (on and off		
	Pepperdine Resource Youth Diversion and Education (PRYDE) Program: Collaborative effort with Pepperdine University's Graduate School of Education and Psychology. Program focuses on diversion of juvenile offenders from the impact of the Juvenile Justice System through prevention, intervention and counseling programs, which emphasizes education, family involvement, and community support	Youthworks - Community Service Program assisting youths that are required to complete court ordered community service.	
	School Resource Officer (SRO) Program: Collaborative effort between OCSD and local school administrations to strengthen relationships between youth and law enforcement, and cooperative effort with school staff to meet student needs and augment existing safety and security planning for schools		
	Parent Project: Collaborative effort between OCSD and local school administrations. Program that provides presentations to parents of at-risk youths to provide resources and guidance regarding drugs, runaways, criminal activity, and gang activity.		Parenting Classes: MPD program provided in English and Spanish to promote healthy family environment.
	Every 15 Minutes Program - Collaborative effort between OCSD, California Highway Patrol, OCFA, CHP, and Laguna Hills High School. Program focuses on the education and impact of drunk and drugged driving.		
	Gang Reduction and Intervention Partnership (GRIP) Collaborative effort between OCSD, OC District Attorney's Office, OC Probation Department, and local school districts. Program focuses on increased school attendance and decrease gang activity through community support, family engagement, and positive reinforcement in youth programs	Youth Prevention and Intervention Program: Collaboration with LA County Probation Department to provide prevention and intervention program for at-risk youth (K-12). Program focuses on ensuring that youth involved in program stay out of the juvenile justice system	Monrovia Anti-Gang Intervention Committee (MAGIC): Collaborative effort between MPD officers and school counselors that identify at-risk youth and gang associates and attempts to steer them away from gang affiliation and activity. Truancy Ordinance: Program to help increase school attendance and reduce number of dropouts. Encourages students to stay in school and off the streets
	Explorer Program (Post 449): Program provides young adults (14-21) with opportunity to explore public service careers and receive training in leadership, law enforcement procedures, first-aid, and many other topics. This is a volunteer program and provides opportunities to give back to the community through service programs.	Duarte Area Resource Team (DART) - Youth program (14-19) focused on exploring public service careers. Cardinals Helping Youth Live Life (CHYLL) - Youth program that helps develop job and leadership skills, managed by the Parks and Recreation Department.	
			Monrovia Reads and Plays Van: Program takes recreation, library, and literacy training directly into at-risk neighborhoods on a daily basis
			Youth Sports Program: Program provides organized sports for latch-key children after school
			Youth Employment Services (YES): Program provides summer jobs for at-risk youth
			Monrovia Youth Commission: Brings teenagers together in community service projects

Attachment: Attachment A - Public Safety-Crime Prevention Program Comparison (2511 : Public Safety Update)