CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
JUNE 24, 2014

Closed Session at 6:00 PM *(when scheduled)*
General Business Session at 7:00 PM

Andrew Blount, Mayor
Dore J. Gilbert, M.D., Mayor Pro Tempore — **Melody Carruth, Council Member**
Randal Bressette, Council Member — **Barbara Kogerman, Council Member**

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, California 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.

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.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER KOGERMAN

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS

1.1 SPOTLIGHT ON LOCAL BUSINESS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM SUE DUENAS, SOLOMON'S BAKERY AND DELI, LOCATED AT 23016 DEL LAGO DRIVE, LAGUNA HILLS.

1.2 RECOGNITION FOR HEROIC ACTIONS IN LIFE-SAVING SERVICE

RECOMMENDATION: THAT MAYOR BLOUNT PRESENT CERTIFICATES OF RECOGNITION TO JOSHUA AUSTIN, KRISTEN HAUPTMEIER, ORANGE COUNTY SHERIFF CRIME SCENE OFFICER MATTHEW PADILLA, ORANGE COUNTY SHERIFF DEPUTY ERIK TILOVE, AND ORANGE COUNTY SHERIFF DEPUTY DAVID GREGOR FOR THEIR HEROIC ACTIONS.

1.3 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN UPDATE FROM CHAIR KAREN ROBBINS ON THE 3/5 DARK HORSE COMMITTEE.

2. 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.

3. 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.

3.1 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.

3.2 APPROVAL OF MINUTES FOR JUNE 10, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE JUNE 10, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 24, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF $909,967.92.

3.4 FY 2014-2015 SCHOOL CROSSING GUARD AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROPOSED CROSSING GUARD SERVICES AGREEMENT FOR FY 2014-2015 WITH ALL CITY MANAGEMENT SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

3.5 FY 2014-2015 TRAUMA INTERVENTION PROGRAM AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROPOSED VICTIM SUPPORT SERVICES AGREEMENT FOR FY 2014-2015 WITH TRAUMA INTERVENTION PROGRAMS, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

3.6 RENEWED MEASURE M (M2) COMPLIANCE REPORTING TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MEASURE M2 COMPLIANCE SUBMITTAL TO OCTA.

3.7 ADOPTION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2014/15

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2014/15 IN ACCORDANCE WITH ARTICLE XIIIB OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE.”

3.8 AMENDMENT NO. 3 TO THE STREET SWEEPING CONTRACT SERVICES AGREEMENT WITH JONSET CORPORATION, DBA SUNSET PROPERTY SERVICES, TO EXTEND THE TERM AND ADJUST THE COMPENSATION FOR CITYWIDE STREET SWEEPING SERVICES

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 3 TO THE STREET SWEEPING CONTRACT SERVICES AGREEMENT FOR CITYWIDE STREET SWEEPING WITH JONSET CORPORATION, DBA SUNSET PROPERTY SERVICES, AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT.

3.9 AWARD OF CONTRACT FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I

RECOMMENDATION: THAT THE CITY COUNCIL AWARD THE CONTRACT FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I, TO THE APPARENT LOW BIDDER, ALL AMERICAN ASPHALT, IN THE LOW BASE BID AMOUNT OF $1,663,663.00, REJECT ALL OTHER BIDS, AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT.

3.10 CONTRACT FOR PRINTING OF CITY VIEWS AND COMMUNITY SERVICES ACTIVITY GUIDE

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE CONSULTING SERVICES AGREEMENT WITH PSB INTEGRATED MARKETING FOR THE PRINTING OF CITY VIEWS AND COMMUNITY SERVICES ACTIVITY GUIDE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

4.2 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.

4.3 APPROVAL OF MINUTES FOR JUNE 10, 2014

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE JUNE 10, 2014, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

5.1 ADOPTION OF A NEGATIVE DECLARATION AND APPROVAL OF CASE NO. GPA/ZC/ZTA-06-13-2608 - GENERAL PLAN AND DEVELOPMENT CODE AMENDMENTS TO ESTABLISH AN OVERLAY ZONE DISTRICT ("HOSPITALITY OVERLAY ZONE") AND ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES OVER AN AREA OF +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA

RECOMMENDATION: THAT THE CITY COUNCIL:

(1) RESUME THE PUBLIC HEARING FOR THIS ITEM, WHICH WAS CONTINUED AT THE MAY 13, 2014, CITY COUNCIL MEETING;
(2) ADOPT A RESOLUTION ADOPTING A NEGATIVE DECLARATION FOR CASE NO. GPA/ZC/ZTA-06-13-2608;
(3) ADOPT A RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO. 06-13-2608; AND
(4) INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) AND THE OFFICIAL ZONING MAP TO ESTABLISH THE "HOSPITALITY OVERLAY ZONE (HOZ)" OVERLAY DISTRICT AND RELATED ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES ON +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA WITHIN THE FREEWAY COMMERCIAL (FC) AND MIXED USE (MXU) ZONING DISTRICTS."

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.2 Assistant City Manager

6.2.1 ADOPTION OF THE 2014-15 CIVIC CENTER BUDGET

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AND ADOPT THE 2014-15 CIVIC CENTER BUDGET.

6.2.2 CONTRACT WITH COUNTY OF ORANGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2014/2015

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE CONTRACT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2014/2015, AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACT.

6.3 Public Services Director/City Engineer

6.3.1 STREET MAINTENANCE SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE STREET MAINTENANCE SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC., AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council will be July 8, 2014, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, 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 June 20, 2014, at 5:00 PM.

Peggy J. Johns — June 20, 2014

PEGGY J. JOHNS, CITY CLERK **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 Meeting Agenda
Staff Report

DATE: JUNE 24, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: RECOGNITION FOR HEROIC ACTIONS IN LIFE-SAVING SERVICE

RECOMMENDATION: THAT MAYOR BLOUNT PRESENT CERTIFICATES OF RECOGNITION TO JOSHUA AUSTIN, KRISTEN HAUPTMEIER, ORANGE COUNTY SHERIFF CRIME SCENE OFFICER MATTHEW PADILLA, ORANGE COUNTY SHERIFF DEPUTY ERIK TILOVE, AND ORANGE COUNTY SHERIFF DEPUTY DAVID GREGOR FOR THEIR HEROIC ACTIONS.

SUMMARY:

The City Council would like to recognize citizens Joshua Austin and Kristen Hauptmeier, Orange County Sheriff Crime Scene Officer Matthew Padilla, Orange County Sheriff Deputies Erik Tilove and David Gregor for their heroic actions in coming to the rescue of a man involved in an automobile accident who was found to be in full cardiac arrest.

BACKGROUND:

On Friday, May 16, 2014, an injury traffic collision occurred where a vehicle had collided with a traffic signal box in the area of Moulton Parkway and Indian Hill Lane in the City of Laguna Hills.

Kristen Hauptmeier, a registered nurse immediately rendered aid to the victim when Joshua Austin came to her assistance and both conducted CPR until deputies arrived. When the deputies arrived they acted swiftly to remove the victim from his vehicle, laid him on the road side where they continued with CPR and administered an automated external defibrillator (AED). The responders continued CPR for an estimated six minutes before detecting a faint pulse.

The citizens' and deputies' quick action during this life threatening incident were exemplary. The City Council recognizes that these actions averted what could have been a tragic loss to family, friends, and community, and was an act of heroism which deserves special recognition by the City Council.

ATTACHMENTS:

- Certificates

CERTIFICATE OF RECOGNITION

JOSHUA AUSTIN

WHEREAS, *on Friday, May 16, 2014, Joshua Austin observed an injury traffic collision in the City of Laguna Hills; and*

WHEREAS, *Joshua immediately rendered aid to the driver, recognized that the driver was in full cardiac arrest, and began administering CPR; and*

WHEREAS, *Joshua's actions during this life threatening incident were exemplary, and his efforts helped to save a life.*

NOW, THEREFORE, *I, Andrew Blount, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize, commend, and thank Joshua Austin for his extraordinary actions in saving a life, and urge all Laguna Hills citizens to join the City in this expression of our deep appreciation for his heroic actions.*

Dated this 24th day of June 2014.

_____

ANDREW BLOUNT, MAYOR

CERTIFICATE OF RECOGNITION

DEPUTY ERIK TILOVE

WHEREAS, *on Friday, May 16, 2014, OC Sheriff Deputy Erik Tilove was dispatched to an injury traffic collision in the City of Laguna Hills; and*

WHEREAS, *upon being dispatched to the scene, Deputy Tilove, along with his partner, immediately rendered aid to the driver who was in full cardiac arrest, and continued administering live-saving CPR; and*

WHEREAS, *Deputy Tilove's actions during this life threatening incident were exemplary, and his efforts helped to save a life.*

NOW, THEREFORE, *I, Andrew Blount, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize, commend, and thank Deputy Eric Tilove for his extraordinary actions in saving a life, and urge all Laguna Hills citizens to join the City in this expression of our deep appreciation for his heroic actions.*

Dated this 24th day of June 2014.

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ANDREW BLOUNT, MAYOR

CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
JUNE 10, 2014

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Blount called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:00 PM in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: Council Member Bressette

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Blount, Mayor Pro Tempore Gilbert, Council Member Bressette, Council Member Carruth, and Council Member Kogerman

CLOSED SESSION REPORT

There was no Closed Session scheduled**.**

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON GRANT JAFFE.

1.2 CERTIFICATE OF RECOGNITION, GRANT JAFFE, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR SPRING 2014 SEMESTER

MAYOR BLOUNT PRESENTED A CERTIFICATE TO GRANT JAFFE RECOGNIZING HIS SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

1.3 SPOTLIGHT ON LOCAL BUSINESS

THE CITY COUNCIL RECEIVED A PRESENTATION FROM JOSEPH BASTOS, PRESIDENT/OWNER, AND DONNEL BASTOS, CO-OWNER/VICE-PRESIDENT, JCTEES, 23112 ALCALDE DR., SUITE B, LAGUNA HILLS.

2. PUBLIC COMMENTS

Public Comments were heard later in the meeting.

3. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 5-0.

3.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

THE CITY COUNCIL WAIVED READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARED THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.2 APPROVAL OF MINUTES FOR MAY 27, 2014

THE CITY COUNCIL APPROVED THE MINUTES OF THE MAY 27, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 10, 2014

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF $293,051.49.

3.4 RESOLUTIONS CALLING FOR THE NOVEMBER 4, 2014, GENERAL MUNICIPAL ELECTION, AND REQUEST FOR CONSOLIDATION OF THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-06-10-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 4, 2014, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-06-10-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2014, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.

3.5 RESOLUTION ADOPTING REGULATIONS FOR THE CANDIDATES' STATEMENTS FOR THE NOVEMBER 4, 2014, GENERAL MUNICIPAL ELECTION

THE CITY COUNCIL RETAINED THE 200-WORD OPTION FOR CANDIDATES' STATEMENTS; AND ADOPTED REOLUTION NO. 2014-06-10-3, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014.

3.6 APPROVAL OF AMENDMENT THREE TO "COOPERATION AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS" FOR THE PURPOSE OF EXTENDING THE CITY'S ELIGIBILITY TO PARTICIPATE IN THE COUNTY OF ORANGE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR AN ADDITIONAL THREE YEARS

THE CITY COUNCIL APPROVED AMENDMENT THREE TO THE COOPERATION AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZED THE MAYOR TO SIGN THE AMENDMENT.

3.7 PROPOSED AMENDMENT NO. 4 TO THE CONTRACT BETWEEN COUNTY OF ORANGE AND CITY OF LAGUNA HILLS FOR HOUSING REHABILITATION PROJECT (CDBG - CFDA NO. 14.218) (CONTRACT NO. 12-613031) AUTHORIZING A ONE YEAR CONTRACT TERM EXTENSION FOR FISCAL YEAR 2014-15 AND APPROVING AND AUTHORIZING AN ADDITIONAL $80,000 ALLOCATION IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE ALISO MEADOWS REHABILITATION PROJECT

THE CITY COUNCIL APPROVED THE PROPOSED FOURTH AMENDMENT TO THE CONTRACT BETWEEN COUNTY OF ORANGE AND CITY OF LAGUNA HILLS FOR HOUSING REHABILITATION ALISO MEADOWS REHABILITATION PROJECT (CDBG-CFDA NO. 14.218) (CONTRACT NO. 12-613031), AUTHORIZING A ONE YEAR CONTRACT TERM EXTENSION FOR FISCAL YEAR 2014-15 AND APPROVING AND AUTHORIZING AN ADDITIONAL $80,000 ALLOCATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE ALISO MEADOWS REHABILITATION PROJECT, AND AUTHORIZED THE MAYOR AND CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT.

3.8 ADOPTION OF AN ORDINANCE REGULATING OVERNIGHT PARKING IN CITY-OWNED PARKING LOTS

THE CITY COUNCIL ADOPTED ORDINANCE NO. 2014-2, AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 11-12 OF TITLE 11 OF THE LAGUNA HILLS MUNICIPAL CODE, REGARDING STOPPING, STANDING AND PARKING, TO ADD PROVISIONS PERTAINING TO THE REGULATION OF PARKING ON CITY PROPERTY AND THE PROHIBITION OF OVERNIGHT PARKING AT THE LAGUNA HILLS COMMUNITY CENTER SPORTS COMPLEX PARKING LOTS AND CABOT PARK."

3.9 CLAIM AGAINST THE CITY, LAUREEN HEINZ

THE CITY COUNCIL REJECTED THE CLAIM AND DIRECTED THE CITY CLERK TO SEND A REJECTION LETTER.

4. PLANNING AGENCY

Mayor Blount recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:13 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Blount, Vice Chair Gilbert, Agency Member Bressette, Agency Member Carruth, and Agency Member Kogerman

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MAY 27, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE MAY 27, 2014, REGULAR MEETING, BY M/AGENCY MEMBER KOGERMAN, S/AGENCY MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council Meeting at 7:14 PM. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

Mayor Blount took this item out of order on the Agenda.

6.2 Public Services Director/City Engineer

6.2.1 SOUTHERN CALIFORNIA GAS COMPANY ADVANCED METER PROJECT

Eight Laguna Hills residents spoke in opposition regarding the Southern California Gas Company Advanced Meter Project.

THE CITY COUNCIL DIRECTED STAFF TO DEFER ISSUANCE OF ANY PERMITS UNTIL THE JULY 8, 2014, CITY COUNCIL MEETING, AND REQUESTED THAT STAFF WORK WITH THE SOUTHERN CALIFORNIA GAS COMPANY TO DETERMINE BETTER POLE LOCATIONS FOR BRADFORD LANE AT NOTTINGHAM COURT; SHENANODH DRIVE AT HIDDEN HILLS ROAD; MAVERICK CIRCLE CUL-DE-SAC; AND BOOTHILL COURT AT DILLION ROAD AT A MINIMUM, AND THAT STAFF REACH OUT TO EVERYONE WHO ADDRESSED CITY COUNCIL TONIGHT, PARTICULARLY THE MOULTON RANCH I HOA, AND BRING THE ISSUE BACK TO THE JULY 8, 2014, MEETING FOR FURTHER PUBLIC COMMENT AND DIRECTION; ALSO BRING BACK PHOTO SIMULATIONS OF THE POLES AND LOCATIONS AND INCLUDE A PHOTO SIMULATION COMPARISON TO STANDARD LIGHT POLES, TO INCLUDE THE WRITTEN OPINIONS OF HOMEOWNER ASSOCIATIONS AS TO THEIR REQUIREMENTS IF THE LOCATIONS WERE MOVED TO HORSETRAILS/ SLOPES/OPEN SPACES AND THE COSTS AND CONDITIONS OF RELOCATING; TO INCLUDE FINDINGS FROM THE PUBLIC UTILITIES COMMISSION AND THIRD PARTY DOCUMENTATION, REGARDING RADIO FREQUENCIES; AND TO INCLUDE COSTS TO RESTRUCTURE ENTRANCES/EXITS TO HORSETRAILS TO ACCOMMODATE HEAVY TRUCKS, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER MELODY CARRUTH.
APPROVED BY A VOTE OF 5-0.

2. PUBLIC COMMENTS (CONTINUED)

Mayor Blount took this item out of order on the Agenda.

ENCROACHMENT PERMIT

Amir Mottseni, Laguna Hills resident, spoke regarding obtaining approval for an Encroachment Permit at his residence and distributed a photo of his driveway and copy of approval letter from San Diego Gas and Electric.

RECESS AND RECONVENE

6.1 City Manager

6.1.1 POLICE SERVICES STUDY - PRESENTATION OF FINAL REPORT

Stephen Wontrobski, Mission Viejo, spoke regarding the Police Services Study.

Mike Bland, Laguna Hills, spoke regarding the Police Services Study.

RECESS AND RECONVENE

THE CITY COUNCIL RECEIVED AND FILED THE REPORT FROM MATRIX CONSULTING GROUP REGARDING POLICE SERVICES IN LAGUNA HILLS AND DIRECTED STAFF TO TAKE APPROPRIATE ACTION, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR BLOUNT.
APPROVED BY A VOTE OF 5-0.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

There was no matters agendized and presented by City Council Members and Mayor.

8. CITY COUNCIL MEMBER COMMENTS

COUNCIL MEMBER CARRUTH

Council Member Carruth indicated that Laguna Hills resident, Cheree Behringer, was unable to attend the Council meeting but requested that Council Member Carruth share her comments regarding the outstanding job performed by the Orange County Sheriffs on Saturday, June 1, 2014, regarding the burglary in her neighborhood.

Council Member Carruth gave an update on the Transportation Corridor Agency.

Council Member Carruth reported on her attendance at the South Orange County Watershed meeting.

COUNCIL MEMBER KOGERMAN

Council Member Kogerman reported on her attendance at the Laguna Hills High School Senior Scholarship Awards.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Blount adjourned the meeting at 10:58 PM.

_____
PEGGY J. JOHNS, CITY CLERK

ATTEST:

_____
ANDREW BLOUNT, MAYOR

APPROVED AT MEETING OF _____

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: JUNE 24, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER

ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 24, 2014.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF $909,967,92.

SUMMARY:

In accordance with Government Code Section 37202, the attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies and attests to its accuracy and the availability of funds for the payment thereof. These warrants are hereby submitted to the City Council for approval of payment.

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:

DONALD J. WHITE
Assistant City Manager

6-16-14
DATE

FISCAL IMPACT:

The warrant register total is $909,967.92.

ATTACHMENTS:

1. **Warrant Register**

Check Register Report

Warrant Register 06/24/14

Date: 06/12/2014
Time: 5:04 pm
Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8807378	06/05/2014	Printed		A-0357	ALAN SMITH POOL PLASTERING,INC	Refund, Pool Bond, CR# 46566	250.00
8807379	06/05/2014	Printed		A-0331	AT&T MOBILITY	Wireless Service, May '14	60.92
8807380	06/05/2014	Printed		A-0309	AT&T- CALNET 2	2 Way Lines, May '14	1,983.34
8807381	06/05/2014	Printed		C-1168	CAPITAL ONE COMMERCIAL	Program Supplies, CS, May '14	17.98
8807382	06/05/2014	Printed		C-0023	COX COMMUNICATION	WiFi Svcs, CH, Jun '14	260.00
8807383	06/05/2014	Printed		J-1071	JCTEES.COM CORPORATION	T-shirts, 1/2 Marathon Race	23,195.05
8807384	06/05/2014	Printed		M-1513	MEEHAN, DANIEL	July 4th -Ticket Sales Change	500.00
8807385	06/05/2014	Printed		M-1388	MOBILE MINI, INC.	Storage Rental Fee,5/27-6/23	83.16
8807386	06/05/2014	Printed		R-1830	RALPHS GROCERY COMPANY	Program Supplies, CS, May '14	142.64
8807387	06/05/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	J. Johnson, V# 2003152.002	100.00
8807388	06/05/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	G. Vivanco, V# 2003151.002	230.00
8807389	06/05/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	A. Goddard, V# 2003144.002	250.00
8807390	06/05/2014	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, Traffic Control, May	2,203.83
8807391	06/05/2014	Printed		T-2015	TARGET STORES	Operating Supplies, CS, Apr	19.34
8807392	06/05/2014	Printed		T-2680	TRISKELION EVENT SERVICES, INC	Sound System, 1/2 Marathon 5k	928.80
8807393	06/05/2014	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, May '14	2,582.53
8807394	06/05/2014	Printed		V-2224	VERIZON WIRELESS	Communication Expense, May '14	720.09
8807395	06/05/2014	Printed		W-2422	WELLS FARGO FINANCIAL LEASING	Lease-Copier, CC, Jul '14	572.92
8807396	06/12/2014	Printed		A-0254	A. C. LANDSCAPE, INC.	Irrigation Repairs, Jun '14	1,645.42
8807397	06/12/2014	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc,05/11-05/24	3,504.00
8807398	06/12/2014	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure May	6,974.87
8807399	06/12/2014	Printed		B-0380	BEAR COMMUNICATIONS, INC.	Program Expense, 1/2 Marathon	364.80
8807400	06/12/2014	Printed		B-0304	BEE MAN, THE	Bee Removal, Parks, May '14	195.00
8807401	06/12/2014	Printed		B-0377	BIG TOP RENTALS	Program Expense, 1/2 Marathon	4,876.91
8807402	06/12/2014	Printed		B-0332	BRAME, MARILYN	Drawing Spring Session, CS	490.00
8807403	06/12/2014	Printed		B-0229	BSN SPORTS	Program Supplies, CS, Jun '14	1,952.60
8807404	06/12/2014	Printed		B-0411	BUCKNAM & ASSOCIATES, INC.	Update Pavement Mgmt System	5,036.80
8807405	06/12/2014	Printed		B-0364	BUREAU VERITAS NORTH AMERICA	Professional Svcs, CIP # 410	10,651.60
8807406	06/12/2014	Printed		C-0412	C&D ELECTRIC, INC.	Program Exp, 5K Marathon	1,197.50
8807407	06/12/2014	Printed		C-1052	C2 REPROGRAPHICS	Printing Services, Engineering	99.74
8807408	06/12/2014	Printed		C-0457	CA CITY MANAGEMENT FOUNDATION	Membership, Admin Svcs	800.00
8807409	06/12/2014	Printed		C-1060	CALIFORNIA OFFICE SYSTEMS	Copier Usage, City Hall, May	185.97
8807410	06/12/2014	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, May	1,463.00
8807411	06/12/2014	Void	06/12/2014			Void Check	0.00
8807412	06/12/2014	Printed		C-0408	CARL WARREN & COMPANY	Processing Fee, Sml Claims May	2,705.97
8807413	06/12/2014	Printed		C-1154	CARRINO, MARGARET	Paleontologist Services, May	250.00
8807414	06/12/2014	Printed		C-1022	CDW GOVERNMENT, INC.	Computer Software, Acrobat	1,504.07
8807415	06/12/2014	Printed		C-1096	CODE PUBLISHING COMPANY, INC.	Municipal Code Update, Jun '14	219.65
8807416	06/12/2014	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Operating Supplies, CS, Jun'14	1,020.89
8807417	06/12/2014	Printed		C-0023	COX COMMUNICATION	T1 Line- Civic Center, Jun '14	449.00
8807418	06/12/2014	Printed		C-1103	CROP PRODUCTION SERVICES, INC.	Program Expense, CS, May '14	482.66
8807419	06/12/2014	Printed		D-0541	DIAMOND ENVIRONMENTAL SERVICES	Program Expense, 1/2 Marathon	2,375.55
8807420	06/12/2014	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Jun '14	55.00
8807421	06/12/2014	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, May '14	23.69
8807422	06/12/2014	Printed		E-0554	ECONOMICS, INC.	Prof Svcs, Recycling Prog,May	2,219.65
8807423	06/12/2014	Printed		E-0588	ENVIRONMENTAL SYS RESEARCH,INS	Software Maint, GIS System	7,176.00
8807424	06/12/2014	Printed		G-0857	GALLS, LLC	Operating Supplies	186.77
8807425	06/12/2014	Printed		H-0805	HARRINGTON GEOTECH ENGINEERING	Professional Svcs, CIP # 179	6,835.36
8807426	06/12/2014	Printed		H-0829	HARTZOG & CRABILL, INC.	Professional Svcs, CIP # 168	4,834.81

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8807427	06/12/2014	Printed		H-0953	HRDIRECT	Office Supplies, CH, Jun '14	67.99
8807428	06/12/2014	Printed		I-0970	IGI'S LANDSCAPE SERVICES	Annual Weed Abatement, 2014	29,724.39
8807429	06/12/2014	Printed		I-0964	INNOVATIVE PROMOTIONS	Program Expense, 1/2 Marathon	1,658.41
8807430	06/12/2014	Printed		J-1057	JAMEY CLARK, INC.	Janitorial Services, Parks,May	5,037.24
8807431	06/12/2014	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, Jun	2,000.66
8807432	06/12/2014	Printed		K-1193	KOSMONT COMPANIES	Professional Svcs, Apr '14	1,040.00
8807433	06/12/2014	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Jun '14	567,617.25
8807434	06/12/2014	Printed		L-1356	LINDY OFFICE PRODUCTS	Operating Supplies, May '14	69.80
8807435	06/12/2014	Printed		M-1573	MATRIX CONSULTING GROUP	Professional Svcs, PS Study	6,101.00
8807436	06/12/2014	Printed		M-1512	MCMURRAY STERN	File System Mt,3/31/14-3/30/15	513.30
8807437	06/12/2014	Printed		M-1513	MEEHAN, DANIEL	Petty Cash Replenish, Feb-May	134.20
8807438	06/12/2014	Printed		M-1529	MERCURY DISPOSAL SYSTEM, INC.	Battery & Lightbulb Recycle	101.36
8807439	06/12/2014	Printed		M-1449	MOLLOY, JULIE	Mileage Reimb., Plan., Apr-May	32.21
8807440	06/12/2014	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, CC, Parks,Apr-May	19,895.12
8807441	06/12/2014	Printed		M-1565	MURRAY, LUCIE	Program Expense, 1/2 Marathon	250.00
8807442	06/12/2014	Printed		N-1474	NIEVES LANDSCAPE, INC.	Landscape Maintenance, Jun	74,920.05
8807443	06/12/2014	Printed		C-1008	NPDES	Professional Svcs, CIP # 410	2,960.97
8807444	06/12/2014	Void	06/12/2014			Void Check	0.00
8807445	06/12/2014	Printed		O-1546	OFFICE SOLUTIONS	Office Supplies, Jun '14	331.90
8807446	06/12/2014	Printed		O-1552	ORANGE COUNTY FIRE AUTHORITY	Remit, Fire Fees Collected,May	2,370.00
8807447	06/12/2014	Printed		O-1599	ORANGE COUNTY JUMPERS, LLC	Program Expense, 4th of Jul	1,150.00
8807448	06/12/2014	Printed		P-1809	PACIFIC COAST RACE TIMING	Program Exp, 1/2 Marathon	400.00
8807449	06/12/2014	Printed		P-1823	PSB INTEGRATED MARKETING	Prof Fees, Comb. Issue, Summer	7,395.00
8807450	06/12/2014	Printed		Q-1707	QUEST DIAGNOSTICS	Pre-employment Drug Testing,	18.87
8807451	06/12/2014	Printed		R-1963	RACE GRADER	Program Exp, 1/2 Marathon	560.00
8807452	06/12/2014	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	A. Rastegar, V# 2003155.002	36.00
8807453	06/12/2014	Printed		R-1890	REFUND, FACILITY RENTAL FEE	M. Ramirez, V# 2003158.002	100.00
8807454	06/12/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	L. Hughes, V# 2002761.002	30.00
8807455	06/12/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	V. Patel, V# 2003154.002	500.00
8807456	06/12/2014	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	K. Launen, V# 2003156.002	25.00
8807457	06/12/2014	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	4,874.15
8807458	06/12/2014	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenis, May-Jun	619.87
8807459	06/12/2014	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Parks, Mar '14	3,120.00
8807460	06/12/2014	Printed		S-2273	SAMUEL, JEAN	Refund,Permit Fees, CR# 48374	127.16
8807461	06/12/2014	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, May '14	13,460.69
8807462	06/12/2014	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Jun '14	877.94
8807463	06/12/2014	Printed		S-2216	SOUTH COAST WATERS	Fac Maint, Water Feature, Jun	475.00
8807464	06/12/2014	Printed		S-2219	SOUTH COUNTY OUTREACH	Share of Proceeds, 1/2 Maratho	2,900.00
8807465	06/12/2014	Printed		S-1944	SOUTHERN CALIF MUN ATHLETIC	Program Class Insurance, CS	785.60
8807466	06/12/2014	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, Traffic Control, May	9,840.37
8807467	06/12/2014	Printed		S-2250	SPARKLETTS	Operating Supplies, CS, May'14	62.17
8807468	06/12/2014	Printed		S-1907	SPRINT	Communication Expense, CS,May	108.27
8807469	06/12/2014	Printed		S-1980	STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting	96.00
8807470	06/12/2014	Printed		S-2209	STUDIO TWO BLACK DIAMOND	Printing Services, PolSvc, May	145.80
8807471	06/12/2014	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, May '14	10,413.25
8807472	06/12/2014	Printed		S-2016	SYSTEMS INTERNATIONAL	1/2 Marathon Banner	1,821.00
8807473	06/12/2014	Printed		T-2664	TIME MANAGEMENT	Program Expense, 1/2 Marathon	11,769.00
8807474	06/12/2014	Printed		C-1001	TRAFFIC SIGNAL MAINTENANCE	Traffic Signal Maint, Jan '14	15,602.81
8807475	06/12/2014	Printed		T-2656	TYLER TECHNOLOGIES, INC.	Computer Software & Maint	2,119.50
8807476	06/12/2014	Printed		U-2162	UNIVERSAL PROTECTION SECURITY	Security Camera Maint, CC	155.00
8807477	06/12/2014	Printed		X-2400	XEROX CORPORATION	Lease-Copier, CH, May	1,675.74

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
				Total Checks: 100		**Checks Total (excluding void checks):**	**909,967.92**
				Total Payments: 100		**Bank Total (excluding void checks):**	**909,967.92**
				Total Payments: 100		**Grand Total (excluding void checks):**	**909,967.92**

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: JUNE 24, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: LIEUTENANT ROLAND CHACON
CHIEF OF POLICE SERVICES

ISSUE: FY 2014-2015 SCHOOL CROSSING GUARD AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROPOSED CROSSING GUARD SERVICES AGREEMENT FOR FY 2014-2015 WITH ALL CITY MANAGEMENT SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

SUMMARY:

Since 1994, the City of Laguna Hills has contracted with All City Management Services to provide six (6) crossing guards at five (5) locations throughout the City. All City Management Services has continued to be a reliable and cost effective method of providing this needed service. Staff recommends the City Council continue the current level of service provided in the Agreement for FY 2014-2015.

FISCAL IMPACT:

The projected number of hours for crossing guard services this year, including summer school, is four thousand, three hundred and twenty (4,320) hours. The contract cost for FY 2014-2015 shall not exceed sixty-six thousand, four hundred eighty four dollars and eighty cents ($66,484.80). This proposal includes an adjustment of the current hourly billing rate of $14.60 per hour to $15.39 per hour.

ATTACHMENTS:

- Crossing Guard Services Agreement

CROSSING GUARD SERVICES AGREEMENT
(*All-City Management Services, Inc.* – FY 2014/15)

THIS AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is made, entered into, and effective this 1st day of July 2014, by and between THE CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), and ALL-CITY MANAGEMENT SERVICES, INC., a California corporation ("Contractor").

RECITALS

A. City requires the services of a qualified contractor equipped and trained in appropriate procedures for crossing pedestrians in designated marked crosswalks for general pedestrian safety and school crossing areas in the City of Laguna Hills ("Project").

B. Contractor has submitted to City a proposal to provide crossing guard services to City for the Project pursuant to the terms of this Agreement.

C. Based on its experience, education, training, and reputation, Contractor is qualified to provide the necessary services to City for the Project and desires to provide such services.

D. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide services to the City as follows:

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide crossing guard services to City as described in the Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. 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. 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**. All services rendered under this Agreement shall be provided by Contractor in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 **Licenses and Permits**. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 **Familiarity with Work**. By executing this Agreement, Contractor warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

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 Exhibit "A". Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 **Compensation of Contractor**. For the services rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the schedule of fees set forth in Exhibit "A," which total contract amount shall not exceed sixty-six thousand four hundred eighty-four dollars and eighty cents ($66,484.80).

3.2 **Method of Payment**. In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to City in the form approved by City's finance manager, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Contractor for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 **Changes**. The City shall have the right to determine the hours and locations when and where such services and work shall be furnished by the Contractor. The City Manager, or the City Manager's designee, on behalf of the City, shall be authorized to add to, delete from, or revise the work schedule/locations at any time and shall notify the Contractor in writing of any changes. Such a change shall not be considered a change in the Scope of Services requiring a written amendment.

In the event any change or changes in the Scope of Services is requested by City, the parties hereto 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. 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;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

3.4 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 Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A". The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of one (1) year, commencing on July 1, 2014, and ending on June 30, 2015, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 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 and work specified herein and make all decisions in connection therewith: **Baron Farwell, General Manager**. It is expressly understood that the experience, knowledge, education, capability, 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 hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Contractor's responsibility to keep the Contract Officer, or his/her

designee, fully informed of the progress of the performance of the services and Contractor shall refer any decisions that 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.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor.

A. The legal relationship between the parties hereto 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. The personnel performing the services and work 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, 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 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 venture 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 any performance 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 services and work performed by Contractor 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 services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 3, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

6.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury 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; the commercial general liability policy shall name the City of Laguna Hills as an additional insured;

B. Automobile liability insurance with limits of at least one million dollars ($1,000,000.00) per occurrence;

C. Workers' Compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

6.1.2 Sufficiency of Insurers. Insurance required herein 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 Eligible Surplus Lines Insurers (LESLI), 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.

6.1.3 Verification of Coverage. Contractor shall furnish City with both original certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Workers' Compensation policies.

6.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

6.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected 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. RECORDS AND REPORTS

7.1 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.

7.2 Records. Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and 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.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be 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 or 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.

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.

7.5 Cost Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and 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 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are 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.

8.4 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 injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by

the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 Attorney 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 attorney 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.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:	City of Laguna Hills Attention: City Manager 22112 El Paseo Laguna Hills, CA 92688-2824
To Contractor:	All City Management Services, Inc. Attention: General Manager 10440 Pioneer Blvd., Suite 5 Santa Fe Springs, CA 90670

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California

Date:_____ By: _____
Bruce E. Channing, City Manager

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

ATTEST

By: _____
Peggy J. Johns,
City Clerk

"CONTRACTOR"
All-City Management Services, Inc., a California corporation

Date: _____ By : _____
Baron Farwell, President

Date: _____ By : _____
Demetra Farwell, Secretary

EXHIBIT "A"

CONTRACTOR'S
SCOPE OF SERVICES/WORK

Including,

Schedule of Fees

and

Schedule of Performance

(comprised collectively of three separate documents):

(1) Letter from Baron Farwell to Roland Chacon, Chief of Police Services, April 3, 2014, regarding the proposed billing rate for Fiscal Year 2014-2015;

(2) A document entitled "Exhibit 'A' Scope of Services"; and

(3) A matrix constituting a schedule of performance

ALL CITY MANAGEMENT SERVICES

April 3, 2014

Chief Roland Chacon
City of Laguna Hills
24035 El Toro Road
Laguna Hills CA 92653

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement with the City of Laguna Hills for Crossing Guard Services through the 2014-2015 fiscal year.

As you may know, effective July 1, 2014 the California Minimum Wage rate increases to $9.00 per hour. Then on January 1, 2016 the California Minimum Wage rate will increase to $10.00 per hour. These combined increases represent the most significant and impactful increases in minimum wages since 1988.

These increases will have a direct impact on our wages and in turn our billing rates. To maintain our workforce we have found that we must maintain at least a $1.00 to $1.50 spread between the minimum wage and our wage rates. To address this impending disparity we will need to request an adjustment of our current hourly billing rate of $14.60 per hour to $15.39 per hour.

To facilitate the calculation of the program cost for your Crossing Guard program, we have included a Client Worksheet. This worksheet is our estimation of the projected hours of your program as it is currently staffed.

We remain committed to providing a safe, cost-effective and professional School Crossing Guard Program. If you have any questions or need additional information please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell, General Manager

Exhibit "A"
Scope of Services

1. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall be at all times be its employees and not those of the City.

2. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all terms of this Agreement.

3. The Contractor shall maintain adequate personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.

4. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.

5. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Laguna Hills are in session.

6. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The Contractor shall also provide all Crossing Guards with hand help Stop Signs and appropriate safety vest.

7. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Fifteen Dollars and Thirty-Nine Cents ($15.39) per hour, with a minimum of 4 hours, per day, per site. It is understood and agreed that contractor's compensation shall not exceed Sixty-Six Thousand, Four Hundred Eighty Four dollars and 80/100 ($66,484.80).

EXHIBIT "A"

ALL CITY MANAGEMENT SERVICES

Matrix

Payne, Carrie Ph:714.231.9369		203101 / Laguna Hills |Division 2				
Last Updated:03/18/2013		**MON**	**TUE**	**WED**	**THU**	**FRI**
Alicia/Wilkes Lomarena Elem. 949.581.1370 Dis:Saddleback Valley	1.1 / CERT Holder,Marcy Reg:4 Other:4 H: 949.707.4549	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 01:05 - 01:50	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 02:20 - 03:05
Alicia/Wilkes Lomarena Elem. 949.581.1370 Dis:Saddleback Valley	1.2 / CERT Nieradka,Denise Reg:4 Other:4 H: 949.586.1144	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 01:05 - 01:50	07:35 - 08:20 02:20 - 03:05	07:35 - 08:20 02:20 - 03:05
Earhart/Barents Lomarena Elem. 949.581.1370 Dis:Saddleback Valley	2 / CERT Bostwick,Jennifer Reg:4 Other:4 H: 949.433.0474	07:40 - 08:25 02:20 - 03:05	07:40 - 08:25 02:20 - 03:05	07:40 - 08:25 01:00 - 01:45	07:40 - 08:25 02:20 - 03:05	07:40 - 08:25 02:20 - 03:05
Santa Victoria/Barbera San Joaquin Elem. 949.581.3450 Dis:Saddleback Valley	3 / CERT Miller,John Reg:4 Other:0 H: 949.315.8142	07:25 - 08:10 01:45 - 02:30	07:25 - 08:10 01:45 - 02:30	07:25 - 08:10 01:45 - 02:30	07:25 - 08:10 01:45 - 02:30	07:25 - 08:10 01:45 - 02:30
La Paz/ Paseo De Valencia Valencia Elem. 949.830.3650 Dis:Saddleback Valley	4.1 / CERT Sullivan,Carol Reg:4 Other:0 H: 949.859.6774	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05
La Paz/Paseo De Valencia Valencia Elem. 949.830.3650 Dis:Saddleback Valley	4.2 / CERT Bledsoe,Christina Reg:4 Other:0 H: 949.228.3568	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05	08:00 - 08:45 02:20 - 03:05
ALT / CERT Amann,Whitney Reg:0 Other:0 C: 949.829.9278						
ALT / PEND Clyne,Wendy Reg:0 Other:0 C: 949.648.7076						

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: JUNE 24, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: FY 2014-2015 TRAUMA INTERVENTION PROGRAM AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROPOSED VICTIM SUPPORT SERVICES AGREEMENT FOR FY 2014-2015 WITH TRAUMA INTERVENTION PROGRAMS, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

SUMMARY:

The City of Laguna Hills has given financial support to the Trauma Intervention Programs, Inc. (TIP) since June 24, 1997. The services provided by TIP are invaluable to victims of traumatic events and their families that live in, or are visitors to the City. TIP counselors also offer valuable assistance to our Public Safety Officers when needed. This arrangement remains both effective and cost efficient. The Agreement will provide the City with TIP services 24-hours a day for the year.

BACKGROUND:

The level of services provided by TIP will remain the same as in years past. They will ensure volunteer availability on a 24-hour a day basis. Some of the services TIP provides are grief counseling, referral services, shelter, food, and transportation arrangements.

FISCAL IMPACT:

The total cost of the service is $3,641.28, which equates to $.12 per capita based on the 2010 City population estimate of 30,344 from the 2010 United States Census Report. The cost per capita did not increase over last year and is within the amount budgeted for FY 2014-2015.

ATTACHMENTS:

- FY 2014-2015 Trauma Intervention Program Agreement

VICTIM SUPPORT SERVICES AGREEMENT
(*Trauma Intervention Programs, Inc. – FY 2014/15)*

THIS AGREEMENT FOR VICTIM SUPPORT SERVICES (the "Agreement") is made, entered into, and effective this 1st day of July 2014, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), and TRAUMA INTERVENTION PROGRAMS, INC., a California corporation ("Contractor").

RECITALS

A. City requires the services of a qualified contractor equipped and trained in appropriate procedures to provide emotional aid and practical support to victims of traumatic events and their families in the first few hours following a tragedy in the City of Laguna Hills ("Project").

B. Contractor has submitted to City a proposal to provide victim support services to City for the Project pursuant to the terms of this Agreement.

C. Based on its experience, education, training, and reputation, Contractor is qualified to provide the necessary services to City for the Project and desires to provide such services.

D. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide services to the City as follows:

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide victim support services to City as described in the Scope of Services attached to this Agreement as **Exhibit "A"** and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. 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. 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. All services rendered under this Agreement shall be provided by Contractor in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

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 **Exhibit "A"**. Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. For the services rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the schedule of fees set forth in **Exhibit "A,"** which total contract amount shall not exceed $3,641.28 (i.e., 30,344 population x 12¢).

3.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to City in the form approved by City's finance manager, an invoice for services rendered prior to the date of the invoice. Payments shall be made consistent with the terms set forth in **Exhibit "A"** for authorized services performed. City shall pay Contractor for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services is requested by City, the parties hereto 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. 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;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

3.4 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 Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in **Exhibit "A"**. The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2014, and ending on June 30, 2015, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 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 and work specified herein and make all decisions in connection therewith: **Wayne Fortin, Founder and CEO**. It is expressly understood that the experience, knowledge, education, capability, 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 hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Contractor's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Contractor shall refer any decisions that 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.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor.

A. The legal relationship between the parties hereto 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. The personnel performing the services and work 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, 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 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 any performance 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 services and work performed by Contractor 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 services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 3, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against

persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

6.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury 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; the commercial general liability policy shall name the City of Laguna Hills as an additional insured;

B. Automobile liability insurance with limits of at least one million dollars ($1,000,000.00) per occurrence;

C. Workers' Compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

6.1.2 Sufficiency of Insurers. Insurance required herein 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 Eligible Surplus Lines Insurers (LESLI), 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.

6.1.3 Verification of Coverage. Contractor shall furnish City with both original certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be

signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Workers' Compensation policies.

6.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

6.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected 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. RECORDS AND REPORTS

7.1 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.

7.2 Records. Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and 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.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be 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 or 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.

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.

7.5 Cost Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and 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 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are 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.

8.4 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 injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter

time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 Attorney 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 attorney 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.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, CA 92653
To Contractor:	Trauma Intervention Programs, Inc. Attention: Founder and CEO 24301 Airporter Way Laguna Niguel, CA 92677

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 **Amendment**. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability**. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 **Authority**. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Laguna Hills

Date:_____ By: _____
Bruce E. Channing,
City Manager

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

ATTEST

By: _____
Peggy J. Johns,
City Clerk

"CONTRACTOR"
Trauma Intervention Programs, Inc.

Date: _____ By : _____
Wayne Fortin, Founder & CEO

Date: _____ By : _____
Maryann Vinci,
Admin Assistant / Assistant Treasurer

EXHIBIT "A"

CONTRACTOR'S
SCOPE OF SERVICES/WORK

Including

Schedule of Fees

and

Schedule of Performance

EXHIBIT "A"

CONTRACTOR'S SCOPE OF SERVICES/WORK

Schedule of Fees

Trauma Intervention Programs, Inc. shall invoice City of Laguna Hills annually for services. Invoices under this agreement shall not exceed the total amount of $3,641.28 (30,344 population x 12¢).

Schedule of Performance and Services

Trauma Intervention Programs, Inc., hereinafter referred to as "TIP", shall provide a range of emotional and practical support services to victims of traumatic events and their family members in the City of Laguna Hills (hereinafter referred to as "clients") including, but not limited to providing on-scene emotional comfort and support to clients; help arrange for shelter, clothing, food, and transportation for clients; assist police officers with death notifications; serve as liaisons between the victims and the emergency personnel; provide information and referrals to appropriate agencies for ongoing support of clients; and serve as temporary protectors for vulnerable victims.

TIP volunteers shall be available 24 hours a day, 365 days a year and assist with:

- Family members and friends following a natural or unexpected death of a loved one
- Victims of crime, including rape, assault, robbery or burglary
- Victims of fire and floods
- Disoriented or lonely older persons
- Persons involved in vehicle accidents
- Person who are distraught and seeking immediate support
- Survivors of suicide
- Employees after workplace tragedies

TIP shall make available to the City sufficient information to enable the City to contact the appropriate TIP volunteer, including 24-hour on-call phone number, address, and names of volunteers, supervisors (when appropriate), as well as alternate or backup telephone numbers.

TIP or TIP's employees and/or volunteer's shall provide all vehicles and equipment necessary for the performance of services in this Agreement and shall be responsible for maintenance of said equipment and vehicles.

TIP shall provide all personnel, volunteers, supplies, and equipment necessary for the efficient and effective operation of the services and programs provided for herein.

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: **JUNE 24, 2014**

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **KENNETH H. ROSENFIELD**
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: **RENEWED MEASURE M (M2) COMPLIANCE REPORTING TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)**

RECOMMENDATION: **THAT THE CITY COUNCIL APPROVE THE MEASURE M2 COMPLIANCE SUBMITTAL TO OCTA.**

SUMMARY:

On November 7, 2006, Orange County voters approved Ordinance No. 3, the Renewed Measure M (M2), for the extension of the one-half cent sales tax for transportation infrastructure. As a part of the M2 program, Orange County local agencies must meet eligibility requirements in order to receive or remain eligible to apply for M2 funds. The eligibility compliance documents are due to Orange County Transportation Authority (OCTA) by June 30th of each calendar year. The City remains in compliance with all requirements of M2 and the City Council is requested to approve the compliance submittal documents.

BACKGROUND:

Annually, OCTA determines if local jurisdictions are eligible to receive Measure M2 turnback funds and competitive funds. Under M2, local jurisdictions must satisfy several requirements, as outlined in the Renewed Measure M Eligibility Guidelines, in order to remain eligible for these funds. The Measure M2 package for 2013/2014 requires the following:

- Provide an adopted Seven Year Capital Improvement Program.
- Complete the Measure M Eligibility Checklist.
- Demonstrate continued funding of street maintenance at the Maintenance of Effort level assigned to the City.
- Adopt, fund, and update a local Pavement Management Plan (biennially).

- Submit a letter outlining land use planning strategies/policies that accommodate transit and non-motorized transportation.
- Update the Local Signal Synchronization Plan.

Submitted for City Council approval, as attachments to this report, are the following documents: the Seven Year Capital Improvement Program based upon the City's 2013-2015 Fiscal Years Budget and projections of future capital expenditures, the Maintenance of Effort Reporting Form, the Measure M2 Eligibility Checklist, a letter outlining land use planning strategies that accommodate transit and non-motorized transportation, and the City's Local Signal Synchronization Plan. The Pavement Management Plan, which is also a submittal to OCTA, is on file in the office of the City Engineer. The City is in compliance with Pavement Management Plan requirements.

FISCAL IMPACT:

It is projected the City will receive approximately $500,000 of turnback funds annually under the Measure M Local Fair Share Program. Failure to remain eligible for Measure M funds would put these funds in jeopardy.

ATTACHMENTS:

- Seven Year Capital Improvement Program
- Measure M Eligibility Checklist
- Maintenance of Effort Reporting Form
- Letter outlining land use planning strategies
- Local Signal Synchronization Plan

Appendix D:
Eligibility Checklist

Responsibility: Cities, County

Jurisdiction:	City of Laguna Hills

Capital Improvement Program	YES	NO	N/A
1. Did you submit your draft Renewed Measure M seven-year Capital Improvement Program (CIP) to OCTA by June 30?	☑	☐	
a. Did you utilize the required Web Smart CIP?	☑	☐	
b. Have you indicated what percentage of funding will come from each source for each of the projects?	☑	☐	
c. Have you listed projects in current year dollars?	☑	☐	
d. Did you include all projects that are partially, fully, or potentially funded by Measure M?	☑	☐	
e. The council approval date to adopt the final 7-Year CIP is: 6/24/2014 (Must be prior to July 31)			

Maintenance of Effort	YES	NO	N/A
2. Did you submit your Maintenance of Effort certification form (Appendix I) and supporting budget documentation to OCTA by June 30?	☑	☐	
a. Did you use the Maintenance of Effort Reporting Form included in the M2 Eligibility Guidelines?	☑	☐	

Pavement Management Program	YES	NO	N/A
3. Did you submit a Pavement Management Program (PMP) update to OCTA for this eligibility cycle?	☑	☐	☐
a. Did you use the current PMP Certification form (Appendix F)?	☑	☐	☐
b. Is the PMP consistent with the OCTA Countywide Pavement Management Program?	☑	☐	☐
4. If you answered "no" or "n/a" to question 3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30?	☐	☐	☑

Resolution of Master Plan of Arterial Highways (MPAH) Consistency	YES	NO	N/A
5. Did you submit a resolution demonstrating consistency with the MPAH?	☐	☐	☑
6. Have you enclosed a figure representing your most current circulation element?	☐	☐	☑
7. Do you have a current Local Signal Synchronization Plan that is consistent to the Regional Traffic Signal Synchronization Master Plan?	☑	☐	☐

Time Limits For Use of Net Revenues	YES	NO	N/A
8. Has your jurisdiction observed the time limits for the use of net revenues over the last year per the requirements outlined in the ordinance?	☑	☐	

Supplanting of Developer Commitments	YES	NO	N/A
9. Has your jurisdiction insured they have not supplanted developer commitments for transportation projects and funding with Measure M funds?	☑	☐	

Appendix D:
Eligibility Checklist

Mitigation Fee Program	YES	NO	N/A
10. Does your jurisdiction currently have a defined development impact mitigation fee program in place?	☑	☐	☐
a. If you answered yes to question 10, have you included a copy of your current impact fee schedule; or	☐	☐	☑
b. If you answered yes to question 10, have you provided OCTA with a copy of your mitigation fee nexus study; or	☐	☐	☑
c. If you answered yes to question 10, have you included a copy of your council approved policy; or	☐	☐	☑
d. If you answered yes to question 10, have you provided OCTA with a copy of your council resolution approving the mitigation fee program?	☐	☐	☑

Planning Strategies	YES	NO	N/A
11. Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation ?	☑	☐	
12. Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the general plan?	☑	☐	

Traffic Forums	YES	NO	N/A
13. Did representatives of your jurisdiction participate in the regional traffic forum(s)?	☑	☐	
a. If you answered yes, provide date of attendance: 10/16/13 & 02/13/14			

Congestion Management Program	YES	NO	N/A
14. Has your jurisdiction completed the required CMP checklist? (Appendix C)	☐	☐	☑

Submitted By:

Kenneth H. Rosenfield	City of Laguna Hills
Name (Print)	Jurisdiction
Signature	Date
Director of Public Services	krosenfield@ci.laguna-hills.ca.u
Title	Contact E-mail

June 5, 2014

May Hout
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

SUBJECT: CITY OF LAGUNA HILLS MEASURE M (M2) ELIGIBILITY FY 2013/2014

Dear Ms. Hout:

In order to remain eligible for the renewed Measure M (M2), Cities have to provide OCTA with its strategies to accommodate transit and non-motorized transportation. Some of the policies and goals of the City, as listed in the Land Use and Mobility Element of the City's General Plan, that accommodate transit and non-motorized transportation are listed below:

- Provide an efficient street network within the community.
- Utilize traffic calming and other techniques to improve safety for motorists, pedestrians, and cyclists;
- Increase cycling and walking in the community through expanded networks and amenities;
- Enhance the character and identity of Laguna Hills;
- Encourage alternatives to driving by promoting transit use and other innovative mobility strategies; and
- Provide appropriate parking and use creative parking solutions to manage parking.

The relevant sections of the Land Use and Mobility Element of the City's General Plan have been attached to this letter.

You may contact me with any questions at (949) 707-2657.

Sincerely,

Humza Javed, P.E.
Associate Civil Engineer

Attachments: City of Laguna Hills' General Plan relevant sections

Use Element. Table LU-3 summarizes the land use distribution, and the resultant residential and nonresidential levels of development that can be expected from full implementation of land use policies established by this General Plan. Given the largely built-out character of Laguna Hills and the good condition of most buildings, significant redevelopment activities may not occur over the life of this General Plan. However, within opportunity areas described in this Element, future land use changes are anticipated.

Goals and Policies

The goals and policies section sets both broad and specific direction for the future of the City based on identified issues, as captured in the Guiding Themes and expressed by the community, City staff, and decision makers.

Five major issue areas are addressed in the goals and policies of the Land Use Element. These major issues are:

- Creating more active centers within the community through better physical and social connections;
- Protecting and enhancing established neighborhoods;
- Providing sustainable development opportunities in specific areas;
- Beautifying and enhancing the character of the community; and
- Promoting responsible economic development.

ACTIVITY CENTERS AND COMMUNITY CONNECTIONS

The residents of the City value the existing character of Laguna Hills and seek to enhance the City's attributes by encouraging pedestrian-friendly design that promotes physical connections between places and neighborhoods, and social connections between residents. Laguna Hills values well-landscaped, secure, clean, and human-scaled neighborhoods and business districts that accommodate walking. It is important to provide linkages that connect neighborhoods to schools, community centers, parks, and commercial services. Areas identified for mixed use development are defined by pedestrian-oriented streetscapes, and frequented as local gathering places (i.e., cafes, restaurants, plazas). These areas support surrounding neighborhoods and contribute to a more compact and consistent pattern of development.

Goal LU-1: Create diverse and vibrant activity centers and events that bring people together as a community.

Policy LU-1.1: Encourage new mixed use developments in the Urban Village, and other strategic locations, that complement and enhance Laguna Hills' existing community character.

6/24/2014 ITEM NO. 3.6

Policy LU-1.2: Encourage the compatible integration of residential and service retail uses in proximity to job centers.

Policy LU-1.3: Promote intensified and revitalized land uses in the Urban Village within traffic, parking, and transit capabilities.

Policy LU-1.4: Promote walkability throughout the community through enhanced pedestrian amenities, attractive streetscapes, plazas, and civic gathering areas.

Policy LU-1.5: Bring commercial buildings close to the street, in appropriate areas, to create a livelier pedestrian realm that encourages window shopping and increased interaction.

Policy LU-1.6: Increase opportunities for pedestrian and bicycle connections to activity centers by well-designed and shaded pathways.

Policy LU-1.7: Promote and advertise community events in creative ways that ensure all segments of the community are encouraged to participate.

Policy LU-1.8: Support events and activities that cross area and neighborhood boundaries to bring together all segments of the community.

RESPECT FOR EXISTING NEIGHBORHOODS

Laguna Hills values the character of its existing neighborhoods, as they contribute to the extraordinary quality of life in the City. The goals and policies in this section identify how the City will continue to pursue proactive land use planning while protecting, maintaining, and enhancing existing neighborhoods. These policies ensure that new development complements and reinforces the unique characteristics of existing neighborhoods through sensitive infill and transitions in scale from adjacent centers and corridors.

Goal LU-2: Ensure development is compatible and interdependent with neighboring uses.

Policy LU-2.1: Preserve the distinctive character of residential neighborhoods by applying adopted design standards to new renovation projects.

Policy LU-2.2: Improve connections with surrounding uses by enhancing landscaping, providing pedestrian connections, incorporating green areas, and planting street trees.

6/24/2014 ITEM NO. 3.6

Policy LU-2.3: Pursue code enforcement actions to ensure proper maintenance of homes, buildings, yards, and neighborhoods in all areas of the City.

Policy LU-2.4: Protect existing neighborhoods from the encroachment of incompatible activities and land uses.

Policy LU-2.5: Require the use of buffers and transitional areas, such as increased setbacks and extensive landscaping, between new activities and existing land uses.

Policy LU-2.6: Discourage high traffic-generating uses such as drive-throughs adjacent to sensitive uses such as schools, medical and assisted care facilities, and residential neighborhoods.

Policy LU-2.7: Expand the use of transitional and buffer areas to buffer sensitive uses from freeways, arterials, point sources of water pollution, hazardous materials, and noise.

Policy LU-2.8: Minimize impacts to surrounding neighborhoods and land uses through context-sensitive site design and architecture.

SUSTAINABLE AND CREATIVE INFILL DEVELOPMENT

Strategic growth and change in Laguna Hills will preserve existing viable neighborhoods while targeting new development to aging and underutilized commercial areas. The form of new development will be compact, mixed use and pedestrian oriented that will enhance the quality of life through improved connectivity with other parts of the City, greater access to amenities, enhanced safety, and greater housing and employment choices. New development will contain energy- and resource-efficient buildings and landscapes, access to effective public transit, and attractive pedestrian-friendly streets.

Goal LU-3: Encourage infill development that involves the revitalization of property in an economically and environmentally sustainable manner.

Policy LU-3.1: Encourage smart growth and sustainability principles as part of new development and redevelopment activities.

Policy LU-3.2: Encourage new development that uses land efficiently and offers flexibility to changing resident and shopping needs, contributing to the long-term vitality of the community.

6/24/2014 ITEM NO. 3.6

Policy LU-3.3: Ensure safe, efficient pedestrian connections are made between adjacent neighborhoods, sidewalks, parking areas, and entrances to stores.
Policy LU-3.4: Incorporate open spaces, plazas, and outdoor dining areas into new development and redevelopment to provide visual relief and community gathering spaces.

Policy LU-3.5: Encourage public art and interactive landscape and design features to create interest and a sense of community.

Policy LU-3.6: Promote the design and placement of buildings to provide opportunities for solar and wind energy and passive cooling.

Policy LU-3.7: Support the upgrade of existing buildings and landscapes for energy efficiency, water conservation, and runoff reduction.

Policy LU-3.8: Encourage energy-efficient design features, including appropriate site orientation, use of light-colored or green roofing and building materials to reduce energy consumption related to heating and cooling.

Policy LU-3.9: Promote the use of green building and landscaping techniques consistent with Leadership in Energy and Environmental Design (LEED) and other relevant sustainability principles in both public and private development and redevelopment projects.

Policy LU-3.10: Create safe, inviting, and functional pedestrian and cyclist environments in new public and private development.

Policy LU-3.11: Provide incentives for development that enhance the environment, offer excellent urban design, and provide public amenities.

Policy LU-3.12: Incorporate Crime Prevention through Environmental Design (CPTED) measures and "visible spaces" into new developments as a means of promoting safe environments.

Policy LU-3.13: Use landscaping and urban design techniques to break up large parking areas and long monotonous walls in new development and redevelopment projects.

ENHANCING THE COMMUNITY'S IDENTITY

Bolstering the unique attributes of Laguna Hills is an important goal for the City. The unique character helps retain residents and workers and attracts visitors to the community. Policies in this section strive to enhance the beauty, image, connectivity and character of Laguna Hills and provide more distinction to the City.

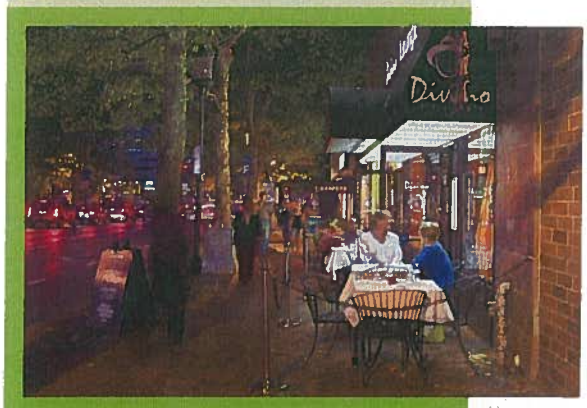
6/24/2014 ITEM NO. 3.6

Landscaping, trees, sidewalks, and bike lanes also help serve as traffic calming techniques. Numerous traffic calming measures are available to slow traffic and enhance safety. The selection of appropriate traffic calming techniques for a given area will require a comprehensive site specific study by the City and/or appropriate local, regional, or state agencies.

Traffic calming measures can result in varying degrees of liability exposure to the City. Therefore, such measures must incorporate engineering design features and practices that do not result in unacceptable exposure for the City.

WALKING AND CYCLING, AND BEAUTIFUL STREETS

Walking



Walkability, access, and connections are essential components of a mobility system that easily and specifically accommodates pedestrians. Walkability is fostered by wide sidewalks, safe street crossings, features that encourage cautious driving, a pleasant and safe environment, and destinations to walk to. Walkways, safe crossings, paths, trails, and pedestrian short-cuts allow people to get from one destination point to another with ease. These features are important for providing connections to schools, parks, shopping, jobs, and between neighborhoods. Children, in particular, should be able to walk safely to school. Increased numbers of people walking along streets create a safer environment and thereby encourage others to also walk. High levels of pedestrian activity support active and vibrant urban communities.

In Laguna Hills, walkable environments will be created and enhanced by providing a pedestrian network that connects activity areas. Pedestrian improvements such as timed crosswalks, pedestrian grade separations from traffic, and enhanced lighting in areas with homes, jobs, shops, and schools can promote walkabilty and can help increase walking as a means of transportation and recreation. This reduces automobile travel and contributes to the overall health, vitality, and sense of community. The City will also strive to beautify certain streets within the community to add aesthetic appeal to various areas and enhance the City's overall identity.

Bikeways

Bicycling for recreation and transportation is a practical option for many in Laguna Hills. Increasing cycling opportunities in the City is an important Citywide goal. To achieve this goal, the City will provide

6/24/2014 ITEM NO. 3.6

a convenient network of bike paths and lanes that connect residences, jobs, shopping, services, transit, recreation, civic uses, and schools. Convenient and secure bicycle parking, showers at places of employment, and an educated driving public can make biking more attractive. The City has an existing system of bikeways that provide internal community links as well as bicycle access to many of the surrounding communities. Laguna Hills utilizes the standards developed by Caltrans to classify bikeways within the City. Table M-2 describes the bike standards as well as general locations within the City.

Table M-2
Bikeway Classification Description

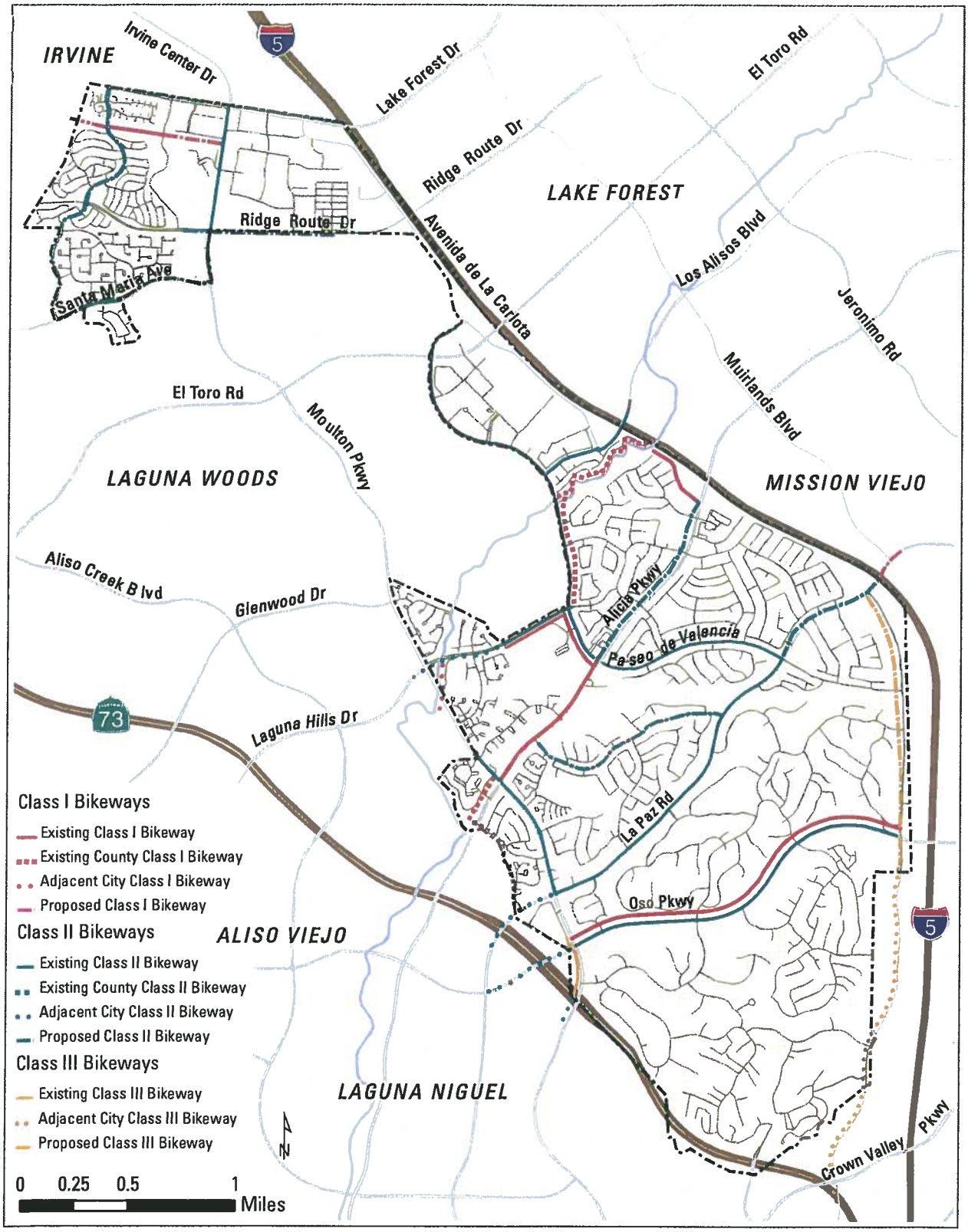
Type	Description	Location
Class 1 – Bike Path	Provides a completely separated right-of-way for the exclusive use of bicycles and pedestrians with cross flow minimized	Portions of Aliso Creek, the San Diego Freeway, Oso and Alicia parkways, Paseo de Valencia, and through Veeh Ranch Park.
Class 2 – Bike Lane	Provides a striped lane for one-way bike travel on a street or highway.	Portions of Moulton, Alicia, and Oso parkways, Paseo de Valencia, Ridge Route, Lake Forest and Laguna Hills Drives, Los Alisos Boulevard, and La Paz Road.
Class 3 – Bike Route	Provides for shared use with pedestrian or motor vehicle traffic.	Portions of Cabot Road, Moulton Parkway, and Avenida de La Carlota.

In addition to the bikeways listed in Table M-2 and illustrated in Figure M-3, several arterials in the City have sufficient right-of-way to accommodate additional bikeways and could fill in missing links in the City's bike network. The City will continue to explore opportunities to upgrade and expand the bike network. A comprehensive bike network will provide an alternative to driving and will connect neighborhoods to shopping, jobs, services, schools, other activity centers, as well as the regional transportation systems.

Recreational Trails

Laguna Hills contains a network of pedestrian and equestrian trails that traverse portions of the City and connect to trails outside of the City, including nearby wilderness areas. Trails enhance community mobility and provide opportunities for recreation and exercise. A well-defined, interconnected trail system can also reduce dependence on the automobile for short local trips. The Conservation and Open Space Element describes the trail system.

6/24/2014 ITEM NO. 3.6



Source: City of Laguna Hills, 2001.

Figure M- 3
Bicycle Network

TRANSIT AND TRANSPORTATION DEMAND MANAGEMENT

An effective and efficient transit network is an important component of the Mobility Element. Connecting neighborhoods, shopping, services, and recreation areas to transit will reduce reliance on vehicles and achieve environmental benefits. As opportunity areas redevelop and provide additional housing, appropriate and effective transit should be in place.

Public bus service in Laguna Hills is provided by the Orange County Transportation Authority (OCTA). OCTA transit routes provide access to residences, jobs, recreation areas, civic uses, shopping, and services throughout Laguna Hills, and connect to numerous other destinations in Orange County. Some of the routes also connect to Metrolink and Amtrak rail services just south of the City in Laguna Niguel and north of the City in Irvine, at the Irvine Transportation Center. OCTA routinely updates its long-range service plans to respond to necessary changes to service levels and route configurations. Currently, 10 fixed routes provide bus service to portions of Laguna Hills. Table M-3 and Figure M-4 detail OCTA bus routes that provide service to Laguna Hills as of 2008. All routes, except bus route 70, serve the Laguna Hills Transportation Center, which is located near the Laguna Hills Mall. A park and ride facility is also located at the Laguna Hills Transportation Center and in the Laguna Hills Mall parking lot.

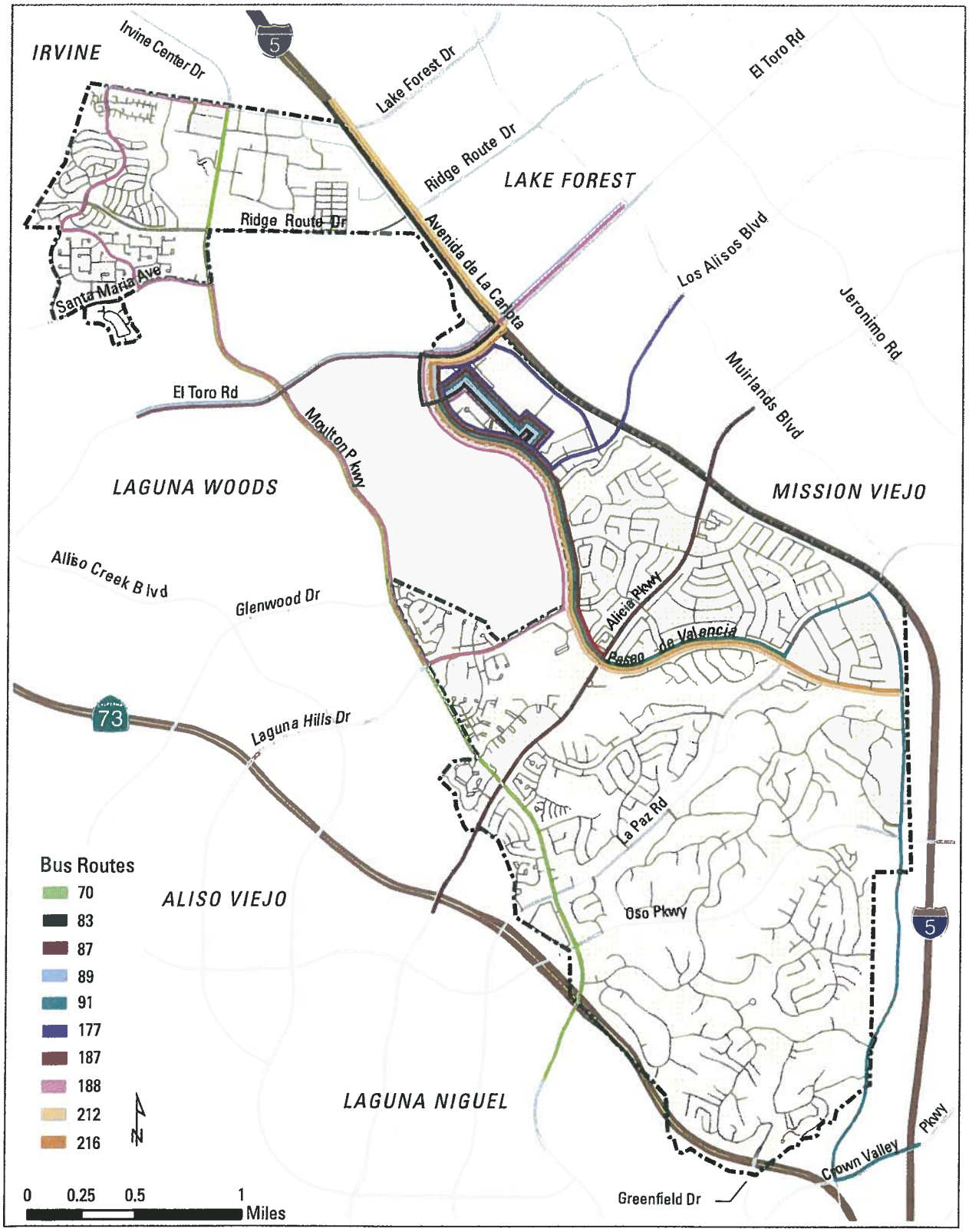
Table M-3
OCTA Bus Routes Serving Laguna Hills, 2008

Route	Origin and Destination
70	Sunset Beach – Dana Point
83	Anaheim – Laguna Hills
87	Rancho Santa Margarita – Laguna Niguel
89	Mission Viejo – Laguna Beach
91	Laguna Hills – San Clemente
177	Foothill ranch – Laguna Hills
187	Laguna Hills – Dana Point
188	Laguna Hills – Irvine
212	Irvine – San Juan Capistrano Express
216	San Juan Capistrano – Costa Mesa Express

Source: Orange County Transportation Authority, 2008.

Expanding transit and paratransit options, including promoting increased use of transit among City residents and employees is an important City objective. The City will coordinate with OCTA to expand and improve bus service within the City, especially as opportunity areas redevelop and additional housing, shopping, and services are added. Where appropriate as justified by ridership, the City will also encourage the provision of attractive, well designed, and appropriate transit amenities such as shaded bus stop or shelters. No advertisements shall be allowed on bus stops/shelters/benches within the City.

6/24/2014 ITEM NO. 3.6



Source: OCTA, 2008.

Figure M - 4
Orange County Transportation Authority
Bus Routes, 2008

Paratransit

The Americans with Disabilities Act (ADA) requires all public transit operations to provide paratransit (door-to-door) service to persons whose disabilities prevent them from using accessible fixed-route public transit. Paratransit services are transportation services such as carpooling, vanpooling, taxi service, and dial-a-ride programs. In Laguna Hills, OCTA provides shared-ride paratransit services via the ACCESS program for people who are unable to use the regular, fixed-route bus service because of functional limitations caused by a disability.

Rail Service

Rail service is an important mobility option for residents of Laguna Hills to reach destinations outside of the City. Although the City of Laguna Hills is not directly served by rail, the Laguna Niguel/Mission Viejo rail station is located approximately ½ mile south of Laguna Hills, within the City of Laguna Niguel. The Irvine station is located approximately 3 miles north of the City on Barranca Parkway. Both Metrolink and Amtrak trains serve these stations. Metrolink provides daily service to these stations, including weekends, via the Orange County Line, and the Inland Empire - Orange County Line.

The OCTA Board of Directors approved the Metrolink Service Expansion Program (MSEP) in 2005 with the goal of improving the frequency of rail service between the Fullerton and Laguna Niguel/ Mission Viejo stations. Service could be expanded to provide trains every 30 minutes between these stations. Included in the program are station enhancements at the two stations nearest Laguna Hills: Irvine and Laguna Niguel/Mission Viejo. Improvements to the Irvine Station, including a 1,500-space parking structure, have been completed. Future improvements have been identified for the Laguna Niguel/ Mission Viejo station.

PARKING

Parking availability is important for the overall quality of life in Laguna Hills and the vitality of shopping and service areas. A lack of parking frustrates residents, businesses, and visitors, while too much parking wastes valuable land and impedes the City' economic, aesthetic, and environmental objectives. Greater management of parking spaces in the City can help achieve mobility, environmental, and community development goals. As portions of the City redevelop, additional parking may be necessary to accommodate greater intensity of development. It is important that parking demand generated by future development does not negatively impact adjacent uses and neighborhoods. The City will utilize a broad range of parking management tools and strategies to avoid excessive parking requirements and to prevent parking spillover effects.

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Goals and Policies

The goals and policies section sets both broad and specific direction for the future of the City based on identified issues, as captured in the Guiding Themes and expressed by the community, City staff, and decision makers.

Six major issue areas are addressed in the goals and policies of the Mobility Element. These major issues are:

- Providing an efficient street network within the community;
- Utilizing traffic calming and other techniques to improve safety for motorists, pedestrians and cyclists;
- Increasing cycling and walking in the community through expanded networks and amenities;
- Enhancing the character and identity of Laguna Hills;
- Encouraging alternatives to driving by promoting transit use and other innovative mobility strategies; and
- Providing appropriate parking and using creative parking solutions to manage parking.

EFFICIENT LOCAL AND REGIONAL SYSTEM

Safe and convenient access to jobs, housing, and other activities in the community can be provided by a well-designed local street system that connects to a well-developed regional circulation system. Planning for the needs of Laguna Hills necessarily involves coordinating the related transportation needs and planning efforts of surrounding cities, Orange County, regional agencies, and the State and federal government.

Goal M-1: Provide a safe and efficient local transportation system consistent with the general County standards and the regional system.

Policy M-1.1: Consider and address regional traffic generation and impacts from development in surrounding communities when planning improvements to the local circulation system.

Policy M-1.2: Coordinate intersection signalization to encourage improved traffic flow on arterial streets.

Policy M-1.3: Require new development and redevelopment to minimize traffic impacts and to incorporate mitigation or payment of "fair share" of improvements.

Policy M-1.4: Work with neighboring cities to address impacts of new development that cross jurisdictional boundaries.

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TRAFFIC CALMING AND SAFETY

Policies in this section seek to enhance vehicular, pedestrian, and bike safety in Laguna Hills by providing better traffic management, traffic calming techniques, and enforcement of traffic laws. In particular, traffic calming techniques in appropriate locations can reduce vehicle speeds, discourage shortcutting traffic, and improve the pedestrian environment.

Goal M-2: Implement improvements that foster improved traffic safety on the circulation system for all drivers, pedestrians, and cyclists.

Policy M-2.1: Enhance traffic safety in the community using traffic engineering evaluations and site specific traffic calming measures determined appropriate for the selected location and street.

Policy M-2.2: Increase enforcement of traffic laws in high accident rate areas.

Policy M-2.3: Reduce congestion in areas surrounding schools, parks, and other activity centers by applying effective traffic management solutions.

Policy M-2.4: Protect residential neighborhoods from cut-through traffic and other traffic-related issues by continuing to implement appropriate traffic engineering measures.

WALKING AND CYCLING

Walking and bicycling, for both recreation and commuting, play increasingly significant roles as alternatives to the automobile. A safe, accessible pedestrian and biking network will connect key activity centers within the community to promote walking and biking in Laguna Hills. A variety of techniques, such as street trees, bike racks, enhanced crosswalks, street furniture, and way finding signs, will contribute to an increased walking- and bike-friendly community.

Goal M-3: Create a community where walking and cycling are practical, safe, and fun options for travel.

Policy M-3.1: Continue to extend and maintain pedestrian paths, bikeways, and equestrian trails that connect to local and regional activity centers.

Policy M-3.2: Increase walkability by making sidewalk improvements, increasing shade trees, providing street furniture (such as benches and water fountains), and improving access ramps.

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Policy M-3.3: Enhance lighting and crosswalks for safety, if needed, at the busiest locations and activity centers in Laguna Hills.

Policy M-3.4: Fill in gaps in the bikeway system and enhance the current system with more shade from trees, improved signage, and striping.

Policy M-3.5: Discourage frequent driveway curb cuts along Mobility Element roadways and encourage reciprocal access between properties to minimize the number of conflict points between autos, pedestrians, and cyclists.

Policy M-3.6: Make improvements that support safe routes to schools, parks, and neighborhood activity centers.

Policy M-3.7: Encourage the provision of bicycle facilities in activity centers, places of employment, and public transit systems.

BEAUTIFUL STREETS

Beautifying the streets of Laguna Hills, through landscaping and other features, will contribute to a greater sense of place and bolster the City's identity. Enhanced streetscapes are also more pleasant for pedestrians and contribute to the overall walkability of the community.

Goal M-4: Enhance the City's streetscapes and beautify the overall driving experience in Laguna Hills.

Policy M-4.1: Enhance major entryways, arterials, and the median islands adjacent to activity centers through the use of gateway features, signs, wayfinding markers, lighting, and landscaping.

Policy M-4.2: Create streetscapes that are interesting, attractive, and improve water quality.

Policy M-4.3: Preserve designated scenic vistas and views of natural and man-made landmarks as viewed from the City's arterials.

TRANSIT AND TRANSPORTATION DEMAND MANAGEMENT

An efficient and successful transit system in Laguna Hills will contribute to reduced traffic congestion, reduce the need for costly roadway improvement projects, and improve air quality. Transit also provides mobility options to those residents who cannot drive or choose not to drive, such as youth and seniors.

Transportation demand management strategies will help to address a

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variety of traffic problems and provide secondary economic, social, and environmental benefits. Transportation demand management strategies are some of the most cost-effective ways to improve mobility in the community.

Goal M-5: Promote a variety of alternative modes of travel and creative solutions to reduce single occupancy vehicle travel.

Policy M-5.1: Promote express bus routes and paratransit service to regional activity centers, such as college campuses, Metrolink, and John Wayne Airport.

Policy M-5.2: Encourage ridesharing and transit use through public education programs.

Policy M-5.3: Work with private developers to implement creative transportation demand management solutions, such as ride-sharing, carpooling, and flexible work schedules.

Policy M-5.4: Educate residents of all ages about local mobility choices.

Policy M-5.5: Work with local schools to improve and advertise nonautomotive options for youths and teens to get to school and after-school activities.

Policy M-5.6: Evaluate the transportation needs of seniors, including paratransit service for seniors and disabled persons.

Policy M-5.7: Where appropriate based on ridership, provide non-advertising transit shelters and benches that are appropriately located, well designed, comfortable, and attractive.

PARKING

Vehicular parking is a necessary component of any land use. New development and redevelopment projects will provide sufficient parking to meet the generated demand. At the same time, the City will employ innovative parking management solutions to avoid excessive parking requirements that detract from the economic, environmental, and aesthetic objectives of projects. Reduced parking requirements may be provided in areas that are highly walkable and well served by transit.

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Goal M-6: Ensure adequate parking is provided for all uses in the community without unnecessarily impeding new development and redevelopment.

Policy M-6.1: Reduce the amount of land devoted to parking, if feasible, by integrating multiple use and creative parking solutions that still provide adequate parking for all uses.

Policy M-6.2: Provide options for convenient and accessible parking that foster economic growth and protect the quality of life of the residential neighborhoods.

Policy M-6.3: Develop flexible and creative solutions for parking in the Urban Village that respect its proximity to transit and park and ride, and its mix of uses.

Policy M-6.4: Encourage parking in shared surface lots or parking structures to make the most efficient use of land.

Policy M-6.5: Identify solutions to neighborhood- and activity-specific parking issues through implementation of a broad range of parking management tools and strategies.

Summary of Approach

The goals, policies, and programs in the Mobility Element will help the City to improve streets for safer automobile travel and for pedestrians, bikes, and transit users. The Mobility Element encourages safer travel and the use of alternative transportation options with particular emphasis on improvements to community connectivity through enhanced pedestrian and bicycle routes and greater transit use. Table M-6 identifies the six major issue areas guiding the Mobility Element. These major issues represent the direction the City will take in its mobility goals, policies, and programs to implement the vision of Laguna Hills as captured in the Guiding Themes and expressed in the Mobility Plan.

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Table M-4
Description of Actions to Address Mobility Issues

Issues	Element	Section	Policy	Programs	Figure	Table
Efficient Local and Regional System	Mobility	Efficient Local and Regional System	M-1.1 through M-1.4	M-1 through M-4, M-8	Figure M-1 (Street Network)	Table M-1 (Level of Service Description)
Traffic Calming and Safety	Mobility	Traffic Calming and Safety	M-2.1 through M-2.4	M-6, M-10	Figure M-2 (Traffic Calming Techniques)	
Walking and Cycling	Mobility	Walking and Cycling	M-3.1 through M-3.7	M-4 through M-7	Figure M-3 (Bicycle Network)	Table M-2 (Bikeway Classification Description)
	Conservation and Open Space	Parks and Play	COS-1.17, 2.1, 2.3, 2.8	COS-6	COS-3 (Trails Plan)	COS-5 (Existing Pedestrian/ Equestrian Trails and Multi-use Corridors within Laguna Hills)
Beautiful Streets	Mobility	Beautiful Streets	M-4.1 through M-4.3	M-11, M-12		
Transit and Transportation Demand Management	Mobility	Transit and Transportation Demand Management	M-5.1 through M-5.7	M-4, M-8	Figure M-4 (OCTA Bus Routes, 2008)	Table M-3 (OCTA Bus Routes Serving Laguna Hills)
Parking	Mobility	Parking	M-6.1 through M-6.5			

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Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2014/2015 through 2020/2021

Agency: Laguna Hills
Project Name: Annual Street Maintenance FY 14-15
Project Limits: Citywide street maintenance pursuant to the Pavement Management Plan.
Project Number: n/a
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Bi-annual roadway maintenance program.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	$2,000,000	$2,000,000	
		$2,000,000	**$2,000,000**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$100,000	$0	$0	$0	$0	$0	$0	$100,000	$100,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$1,900,000	$0	$0	$0	$0	$0	$0	$1,900,000	$1,900,000
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$2,000,000	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,000,000**	**$ 2,000,000**

Agency: Laguna Hills
Project Name: Annual Street Maintenance FY 16-17
Project Limits: Citywide street maintenance pursuant to the Pavement Management Plan.
Project Number: n/a
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Bi-annual roadway maintenance program.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	$1,800,000	$1,882,579	
		$1,800,000	**$1,882,579**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$100,000	$0	$0	$0	$0	$100,000	$100,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$1,700,000	$0	$0	$0	$0	$1,700,000	$1,782,579
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$1,800,000**	**$0**	**$0**	**$0**	**$0**	**$1,800,000**	**$ 1,882,579**

Agency: Laguna Hills
Project Name: Annual Street Maintenance FY 18-19
Project Limits: Citywide street maintenance pursuant to the Pavement Management Plan
Project Number: n/a
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Bi-annual roadway maintenance program

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	$1,900,000	$2,079,121	
		$1,900,000	**$2,079,121**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$100,000	$0	$0	$100,000	$100,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$1,800,000	$0	$0	$1,800,000	$1,979,121
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$0**	**$0**	**$1,900,000**	**$0**	**$0**	**$1,900,000**	**$ 2,079,121**

Agency: Laguna Hills
Project Name: Avenida de la Carlota Pavement Rehab
Project Limits: Avenida de la Carlota from El Toro Road to Los Alisos Blvd.
Project Number:
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Pavement Rehab

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	$825,000	$943,514	
		$825,000	**$943,514**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$50,000	$50,000	$50,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$0	$0	$775,000	$775,000	$893,514
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$825,000**	**$825,000**	**$ 943,514**

Agency: Laguna Hills
Project Name: Bridge Seal Coat - Laguna Hills Drive at Aliso Creek
Project Limits: Laguna Hills Drive east of Moulton Parkway at Aliso Creek
Project Number:
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Sealing of bridge deck with methylcrylate to fill cracks in the concrete surface to reduce water intrusion to rebar and to rehabilitate the bridge joints as recommended by a Caltrans Bridge Inspection Report.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	$50,000	$50,000	
		$50,000	**$50,000**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$0	$0	$0
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$50,000	$0	$0	$0	$0	$0	$0	$50,000	$50,000
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$50,000	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$50,000**	**$ 50,000**

Agency: Laguna Hills
Project Name: Cabot Road Bioswale project
Project Limits: Cabot Road e/s 500' n/o Paseo De Valencia
Project Number:
Type of Work: Environmental Cleanup
Additional TOW: Bioswales and Bioretention systems
Project Description: Construction to bioswales to reduce pollutant loads from urban runoff

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	30.00	$75,300	$76,963	
M2 ECP Tier II	70.00	$175,700	$179,581	
		$251,000	**$256,544**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$20,000	$0	$0	$0	$0	$0	$0	$20,000	$20,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$231,000	$0	$0	$0	$0	$0	$231,000	$236,544
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$20,000	**$231,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$251,000**	**$ 256,544**

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Agency: Laguna Hills
Project Name: Cabot Road Pavement Rehabilitation
Project Limits: Cabot Road south of Oso Parkway, and South of Rapid Falls Road within City limits
Project Number:
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Pavement Rehab at two locations on Cabot Road

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	$925,000	$1,060,336	
		$925,000	**$1,060,336**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$40,000	$40,000	$40,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$0	$0	$885,000	$885,000	$1,020,336
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$925,000**	**$925,000**	**$ 1,060,336**

Agency: Laguna Hills
Project Name: La Paz Road Sidewalk Widening
Project Limits: N/S of La Paz Rd. from Paseo De Valencia to Grissom Rd., & s/s from Paseo De Valencia to Champlain Rd.
Project Number: n/a
Type of Work: Pedestrian
Additional TOW: Reconstruction or rehabilitation of sidewalk
Project Description: This project includes the construction of a standard width arterial highway sidewalk along the north and south side of La Paz Road. This is to improve pedestrian access along La Paz Road to ADA standards. CIP 171

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	11.48	$62,000	$64,451	
Unfunded	88.52	$478,000	$496,894	Anticipated ATP funding
		$540,000	**$561,345**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$50,000	$0	$0	$0	$0	$0	$50,000	$50,000
R	$0	$100,000	$0	$0	$0	$0	$0	$100,000	$102,400
C/I	$0	$0	$390,000	$0	$0	$0	$0	$390,000	$408,945
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$150,000**	**$390,000**	**$0**	**$0**	**$0**	**$0**	**$540,000**	**$ 561,345**

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2014/2015 through 2020/2021

Agency: Laguna Hills
Project Name: La Paz Road Widening
Project Limits: La Paz Road from McIntyre Street to Cabot Road
Project Number:
Type of Work: Road Widening
Additional TOW: Add 1 lane to existing roadway in project limits
Project Description: widening of easterly bound La Paz Road from McIntyre Street to Cabot Road to add a third through lane.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	$1,450,000	$1,656,444	
		$1,450,000	**$1,656,444**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$100,000	$100,000	$100,000
R	$0	$0	$0	$0	$0	$0	$600,000	$600,000	$691,753
C/I	$0	$0	$0	$0	$0	$0	$750,000	$750,000	$864,691
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,450,000**	**$1,450,000**	**$ 1,656,444**

Agency: Laguna Hills
Project Name: Laguna Hills Catch Basin Debris Gates
Project Limits: City wide
Project Number: 12-LHLL-ECP-3627
Type of Work: Environmental Cleanup
Additional TOW: Automatic Retractable Screen and other debris screens or inserts
Project Description: Phase II - This is a storm water pollution mitigation project. It includes the installation of debris gates/screens throughout the City in accordance with the Environmental Cleanup Program (ECP).

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	$17,500	$17,500	
		$17,500	**$17,500**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$0	$0	$0
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$0	$0	$0	$0	$0
O&M	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$17,500	$17,500
	$2,500	**$2,500**	**$2,500**	**$2,500**	**$2,500**	**$2,500**	**$2,500**	**$17,500**	**$ 17,500**

Agency: Laguna Hills
Project Name: Laguna Hills Debris Gates Phase III
Project Limits: City Wide
Project Number:
Type of Work: Environmental Cleanup
Additional TOW: Automatic Retractable Screen and other debris screens or inserts
Project Description: This is a storm water pollution mitigation project. It includes the installation of debris gates/screens throughout the City in accordance with the Environmental Cleanup Program (ECP).

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	$17,500	$17,500	
Other	0.00	$0	$0	
		$17,500	**$17,500**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$0	$0	$0
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$0	$0	$0	$0	$0
O&M	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$17,500	$17,500
	$2,500	**$2,500**	**$2,500**	**$2,500**	**$2,500**	**$2,500**	**$2,500**	**$17,500**	**$ 17,500**

Agency: Laguna Hills
Project Name: Laguna Hills Debris Gates Project
Project Limits: Various
Project Number: 11-LHLL-ECP-3576
Type of Work: Environmental Cleanup
Additional TOW: Catchment Retrofit
Project Description: Phase I - This is a storm water pollution mitigation project. It includes the installation of debris gates/screens throughout the City in accordance with the Environmental Cleanup Program (ECP).

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	$21,000	$21,000	
		$21,000	**$21,000**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$0	$0	$0
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$0	$0	$0	$0	$0
O&M	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$21,000	$21,000
	$3,000	**$3,000**	**$3,000**	**$3,000**	**$3,000**	**$3,000**	**$3,000**	**$21,000**	**$ 21,000**

Agency: Laguna Hills
Project Name: Lake Forest Drive Pavement Rehab
Project Limits: Lake Forest Drive from east city limits to west city limits
Project Number:
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Pavement Rehab, CIP 182

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	$1,200,000	$1,372,037	
		$1,200,000	**$1,372,037**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$75,000	$75,000	$75,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$0	$0	$1,125,000	$1,125,000	$1,297,037
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,200,000**	**$1,200,000**	**$ 1,372,037**

Agency: Laguna Hills
Project Name: Los Alisos Pavement Rehabilitation
Project Limits: Los Alisos Blvd. from Paseo De Valencia to I-5 (City boundary)
Project Number:
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Pavement removal/rehabilitation including curb and gutter repairs, access ramp construction, asphalt concrete overlay, striping and traffic loops, etc.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	$600,000	$687,930	
		$600,000	**$687,930**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$25,000	$25,000	$25,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$0	$0	$575,000	$575,000	$662,930
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$600,000**	**$600,000**	**$ 687,930**

Agency: Laguna Hills
Project Name: Oso Parkway Pavement Rehab
Project Limits: Oso Parkway from Cabot Road to West City limits
Project Number:
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Pavement Rehab, CIP 181

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	$1,750,000	$2,002,320	
		$1,750,000	**$2,002,320**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$100,000	$100,000	$100,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$0	$0	$1,650,000	$1,650,000	$1,902,320
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,750,000**	**$1,750,000**	**$ 2,002,320**

Agency: Laguna Hills
Project Name: Paseo De Valencia Improvements
Project Limits: Paseo De Valencia from Kennington Drive to Laguna Hills Drive
Project Number: n/a
Type of Work: Road Widening
Additional TOW: Add 1 lane to existing roadway in project limits
Project Description: This project includes widening of Paseo De Valencia from Kennington Dr. to Laguna Hills Dr. Scope includes lane addition, curb & gutter, irrigation/landscaping, traffic signal & striping.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	75.00	$2,062,500	$2,112,000	Anticipated ACE funding
Impact Fees	25.00	$687,500	$704,000	CARITS
		$2,750,000	**$2,816,000**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$0	$0	$0
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$2,750,000	$0	$0	$0	$0	$0	$2,750,000	$2,816,000
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$2,750,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,750,000**	**$ 2,816,000**

Agency: Laguna Hills
Project Name: Paseo De Valencia Pavement Rehabilitation
Project Limits: Paseo De Valencia from La Paz Road to Cabot Road
Project Number:
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Pavement rehabilitation including curb and gutter repair, access ramp construction, asphalt concrete overlay, striping, and traffic loops. CIP 176

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	$575,000	$659,107	
		$575,000	**$659,107**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$25,000	$25,000	$25,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$0	$0	$550,000	$550,000	$634,107
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$575,000**	**$575,000**	**$ 659,107**

Agency: Laguna Hills
Project Name: Public Works Maintenance and Operations
Project Limits: Throughout the City
Project Number: n/a
Type of Work: Other
Additional TOW: Other
Project Description: Public works general operations and maintenance projects throughout the City. These funds to be used in the Operating Budget.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 Fairshare	100.00	$4,832,282	$5,204,216	
		$4,832,282	**$5,204,216**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$0	$0	$0
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$650,000	$663,000	$676,260	$689,785	$703,580	$717,652	$732,005	$4,832,282	$5,204,216
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$650,000	**$663,000**	**$676,260**	**$689,785**	**$703,580**	**$717,652**	**$732,005**	**$4,832,282**	**$ 5,204,216**

Agency: Laguna Hills
Project Name: Ridge Route Drive Pavement Rehabilitation West segment
Project Limits: Ridge Route Drive from Santa Vittoria to Moulton Parkway
Project Number:
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Pavement rehab of Ridge Route Drive to include pavement removals/rehabilitation, curb and gutter repairs, access ramp construction, asphalt concrete overlay, striping and traffic loops.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	$700,000	$799,399	
		$700,000	**$799,399**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$50,000	$50,000	$50,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$0	$0	$650,000	$650,000	$749,399
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$700,000**	**$700,000**	**$ 799,399**

Agency: Laguna Hills
Project Name: South Moulton Pavement Rehab
Project Limits: Moulton Parkway from Via Lomas to South City limits (SR-73)
Project Number:
Type of Work: Road Maintenance
Additional TOW: Rehabilitation of roadway
Project Description: Pavement Rehab, CIP 178

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	$1,200,000	$1,372,037	
		$1,200,000	**$1,372,037**	

Project Phase	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Estimated Cost	Projected Cost
E	$0	$0	$0	$0	$0	$0	$75,000	$75,000	$75,000
R	$0	$0	$0	$0	$0	$0	$0	$0	$0
C/I	$0	$0	$0	$0	$0	$0	$1,125,000	$1,125,000	$1,297,037
O&M	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,200,000**	**$1,200,000**	**$ 1,372,037**

LOCAL SIGNAL SYNCHRONIZATION PLAN

JUNE 2014

SECTION ONE

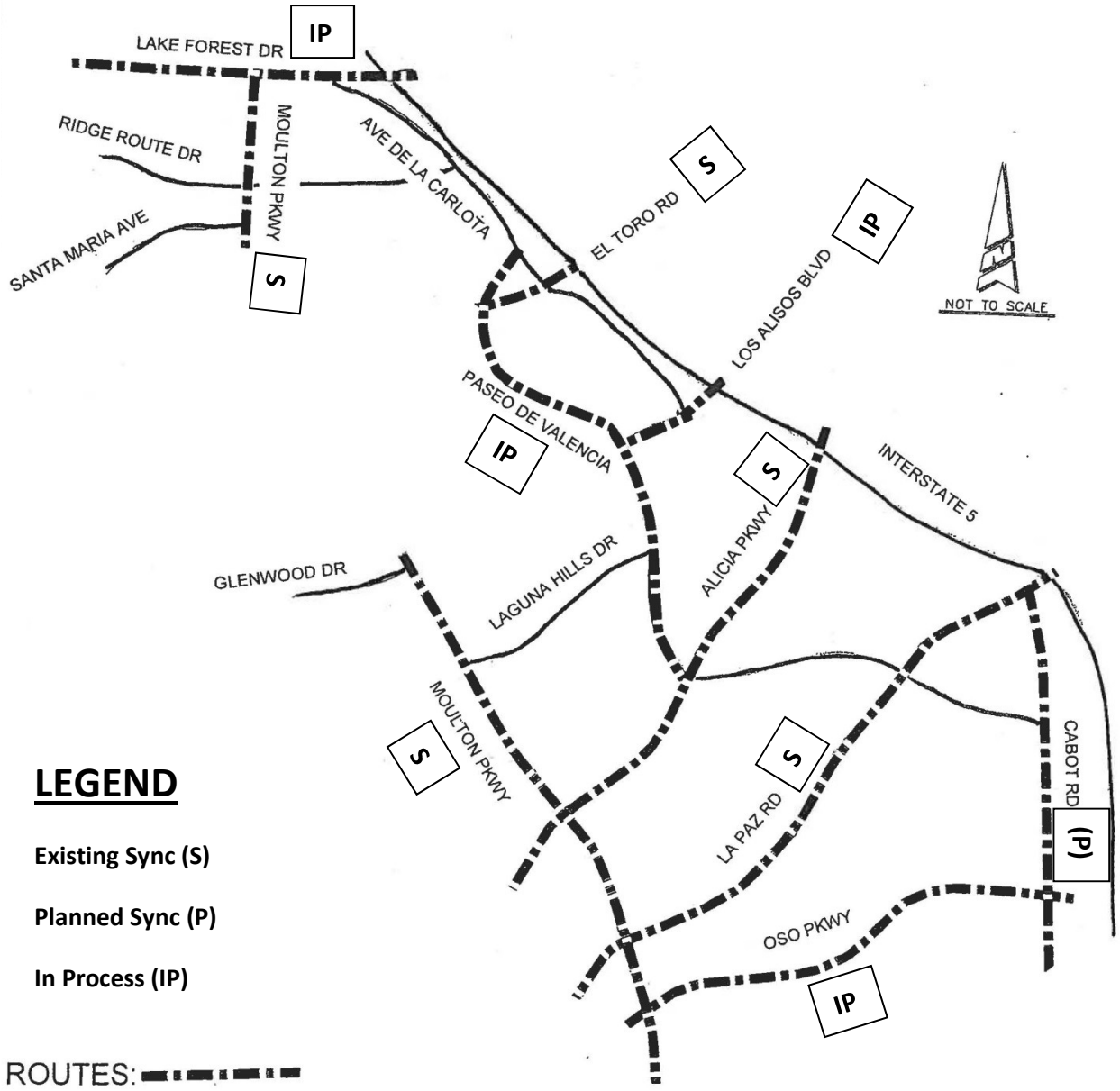
TRAFFIC SIGNAL SYNCHRONIZATION GOALS, POLICIES AND OBJECTIVES

GOALS:

1. The City of Laguna Hills will support the Measure M2 Regional Traffic Signal Synchronization Program goals as published by OCTA.
2. The City of Laguna Hills will support a multi-agency, corridor-based approach that optimizes traffic signals based on existing traffic patterns.
3. The City of Laguna Hills will support the local agency responsibility for signal timing and working with neighboring agencies to develop synchronization timing.
4. The City of Laguna Hills will participate with neighboring jurisdictions in Traffic Signal Synchronization efforts.
5. The City of Laguna Hills will implement its General Plan Policy M-1.2 to "Coordinate intersection signalization to encourage improved traffic flow on arterial streets."

SECTION TWO

TRAFFIC SIGNAL SYNCHRONIZATION STREET ROUTES (EXISTING AND PLANNED)



CITY OF LAGUNA HILLS
TRAFFIC SIGNAL SYNCHRONIZATION PLAN

SECTION THREE
TRAFFIC SIGNAL INVENTORY

SECTION THREE

TRAFFIC SIGNAL INVENTORY

TRAFFIC SYNCHRONIZATION LIST								
Synchronized Corridor	**Crossfreestreet Intersection**	**Cycle Length MfreeF AM MD PM**			**SAT**	**SUN**	**Synchronized Phases ***	**Controller Type**
Lake Forest	Carlota (Caltrans)	free	free	free	free	free	free	170
	Del Lago	free	free	free	free	free	free	ASC/3free2100
	Moulton	130	free	130	free	free	4, 8	ASC/3free2100
	Mill Creek	free	free	free	free	free	free	ASC/3free2100
	Santa Vittoria	free	free	free	free	free	free	ASC/3free2100
El Toro Rd	Carlota	140	150	150	Note A	Note A	3	ASC/3free2100
	Regional Center	140	150	150	Note A	Note A	2, 6	ASC/3free2100
	Paseo De Valencia	140	150	150	Note A	Note A	2, 4, 6, 8	ASC/3free2100
Alicia Pkwy	Hon	130	110	130	110	free	2, 6	ASC/3free2100
	Costeau	130	free	130	free	free	2, 6	ASC/3free2100
	Wilkes	130	free	130	free	free	2, 6	ASC/3free2100
	Paseo De Valencia	130	130	130	130	free	2, 4, 6, 8	ASC/3free2100
	Community Center	130	130	130	130	free	2, 6	ASC/3free2100
	Aliso Hills	130	free	130	free	free	2, 6	ASC/3free2100
	Moulton	130	free	130	free	free	2, 4, 6, 8	ASC/3free2100
	Ramona	130	free	130	free	free	2, 6	ASC/3free2100
La Paz	Cabot (Caltrans)	free	free	free	free	free	free	170
	McIntyre	free	free	free	free	free	free	ASC/3free2100
	Paseo De Valencia	free	free	free	free	free	free	ASC/3free2100
	Aliso Hills	free	free	free	free	free	free	ASC/3free2100
	Moulton	120	free	120	110	free	4, 8	ASC/3free2100
Oso	Cabot	120	150	150	120	120	2, 6	ASC/3free2100
	Bridlewood	120	free	130	free	free	2, 6	ASC/3free2100
	Nellie Gail	120	free	130	free	free	2, 6	ASC/3free2100
	Moulton	120	120	130	110	free	2, 4, 6, 8	ASC/3free2100
Moulton	Lake Forest	130	free	130	free	free	4, 8	
	El Pacifico	130	free	130	free	free	2, 6	ASC/3free2100
	Ridge Route	130	free	130	free	free	2,6	ASC/3free2100

* Enter NEMA Phases Sync including cross street Sync (if any)

Note A : Same as MfreeF schedule

TRAFFIC SYNCHRONIZATION LIST								
Synchronized Corridor	**CrossFreestreet Intersection**	**Cycle Length AM MD PM**			**SAT**	**SUN**	**Synchronized Phases ***	**Controller Type**
Moulton	Glenwood	130	Free	130	110	Free	2, 6	ASC/3Free2100
	Laguna Hills	130	Free	130	110	Free	2, 6	ASC/3Free2100
	Via Lomas	130	Free	130	110	Free	2, 6	ASC/3Free2100
	Alicia	130	Free	130	Free	Free	2, 4, 6, 8	ASC/3Free2100
	La Paz	120	Free	120	110	Free	4, 8	ASC/3Free2100
	Oso	120	120	130	110	Free	2, 4, 6, 8	ASC/3Free2100
	Nellie Gail(Caltrans)	Free	Free	Free	Free	Free	Free	170
Cabot	La Paz (Caltrans)	Free	Free	Free	Free	Free	Free	170
	Paseo De Valencia	Free	Free	Free	Free	Free	Free	ASC/3Free2100
	El Paseo	Free	Free	Free	Free	Free	Free	ASC/3Free2100
	Nellie Gail	Free	Free	Free	Free	Free	Free	ASC/3Free2100
	Oso	120	150	150	120	120	2, 6	ASC/3Free2100
	Rapid Falls	Free	Free	Free	Free	Free	Free	
								,
Paseo De Valencia	Carlota /1Free5	140	150	150	Note A	Note A	3	ASC/3Free2100
	El Toro	140	150	150	Note A	Note A	2, 3, 6	ASC/3Free2100
	La Plata	130	130	130	130	Free	2, 6	ASC/3Free2100
	Magdalena	130	130	130	130	Free	2, 6	ASC/3Free2100
	Health Center	130	130	130	130	Free	2, 6	ASC/3Free2100
	Los Alisos	130	130	130	130	Free	2, 6	ASC/3Free2100
	Kennington	130	130	130	130	Free	2, 6	ASC/3Free2100
	Beckenham	130	130	130	130	Free	2, 6	ASC/3Free2100
	Laguna Hills	130	130	130	130	Free	2, 6	ASC/3Free2100
	Hawk High Way	130	130	130	130	Free	2, 6	ASC/3Free2100
	Alicia	130	130	130	130	Free	2, 4, 6, 8	ASC/3Free2100
Los Alisos	Paseo De Valencia	130	130	130	130	Free	2,6	ASC/3Free2100
	Carlota	Free	Free	Free	Free	Free	Free	ASC/3Free2100
Laguna Hills	Indial Hills	Free	Free	Free	Free	Free	Free	ASC/2S
Ridge Route	Peralta	Free	Free	Free	Free	Free	Free	ASC/2S
Ave. Carlota	Plaza Ln	Free	Free	Free	Free	Free	Free	ASC/3Free2100
	Via Puerta	Free	Free	Free	Free	Free	Free	ASC/2S
	Ridge Route	Free	Free	Free	Free	Free	Free	ASC/2S

Central System: ECONOLITE / CENTRACS
Controller Operating System: ECONOLITE (NEMA)
May 29, 2014
Note A : Same as MFreeF schedule

SECTION FOUR

TRAFFIC SIGNAL SYNCHRONIZATION SYSTEM AND THREE YEAR PLAN

3-YEAR OUTLOOK
TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation (Constrained)

Reporting Jurisdiction Expenditures: City of Laguna Hills

Type of Traffic Signal Synchronization Expenditures in Year of Expenditure Dollars (Note that sample expenditure categories are included - modify as necessary.)

MAINTENANCE

PROJECT	FY14/15	FY15/16	FY16/17	TOTAL
Communication and Software Maintenance	25000	25000	25000	75000
Subtotal Maintenance				75000

CONSTRUCTION

PROJECT	FY14/15	FY15/16	FY16/17	TOTAL
Citywide Signal Synchronization	0	0	0	0
Subtotal Construction				0

OPERATIONS

PROJECT	FY14/15	FY15/16	FY16/17	TOTAL
Citywide Signal Timing Maintenance	25000	25000	25000	75000
Subtotal Operations				
				75000

3-YEAR OUTLOOK
TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation (Unconstrained)

Reporting Jurisdiction Expenditures: City of Laguna Hills

Type of Traffic Signal Synchronization Expenditures in Year of Expenditure Dollars (Note that sample expenditure categories are included - modify as necessary.)

MAINTENANCE

PROJECT	FY14/15	FY15/16	FY16/17	TOTAL
Communication and Software Maintenance	25000	25000	25000	75000
Subtotal Maintenance				75000

CONSTRUCTION

PROJECT	FY14/15	FY15/16	FY16/17	TOTAL
Alicia Parkway Signal Synchronization	0	175000	0	175000
Subtotal Construction				175000

OPERATIONS

PROJECT	FY14/15	FY15/16	FY16/17	TOTAL
Citywide Signal Timing Maintenance	25000	25000	25000	75000
Subtotal Operations				75000

LSSP IMPLEMENTATION – CANDIDATE SIGNAL SYNCHRONIZATION PROJECTS WITH ESTIMATED COSTS

Reporting Jurisdiction Expenditures: City of Laguna Hills

Include estimated cost for currently uncoordinated corridors, conversion of existing corridors to improve compatibility, and TMC upgrades if appropriate. Do not include equipment that meets current needs but has not yet reached the end of its normal life cycle.

CORRIDOR	IMPROVEMENT SUMMARY	ESTIMATED COST
Alicia Parkway	Upgrade timing, update communications, detection and EVP	$175,000
Total Estimated Cost		$175,000

SECTION FIVE

TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT REVIEW AND REVISE, AS MAY BE NECESSARY, THE TIMING OF TRAFFIC SIGNALS

Significant timing plan updates and projects completed FY 2010/2011 through 2013/2014

For the past 20 years, the City has contracted annual signal operations support services with a traffic engineering consulting firm for monitoring the City's traffic signal system. On a daily basis, the consultant monitors, evaluates, and optimizes coordination signal timing in response to changing traffic volumes and patterns via the City's traffic signal management system. These support services include bi-monthly driving of the city's arterials, and daily review of detector and interconnect/communication events that are immediately forwarded to the City's traffic signal maintenance company for troubleshooting and repair. Through these support services, the City assures that the signal timing is maintained and is periodically evaluated and fine-tuned.

No projects to report. The following projects are in process and will be reported in the next LSSP Submittal.

Corridor	Lead Agency
Paseo de Valencia	City of Laguna Hills
Lake Forest Drive	OCTA
Los Alisos Blvd	OCTA
Oso Parkway	OCTA

N/A
TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT, REVIEW, AND REVISION

LOCAL AGENCY CORRIDOR	TIMING REVIEWED (Past 3 Years)	DID TIMING REQUIRE AN UPDATE?	TIMING UPDATE RESULTS (if available)							
			Speed Travel		Stops per mile		Greens per red		CSPI Score*	
			Before	After	Before	After	Before	After	Before	After
Paseo De Valencia*										
Lake Forest Drive*										
Los Alisos Boulevard*			Studies not available.							
Oso Parkway*										

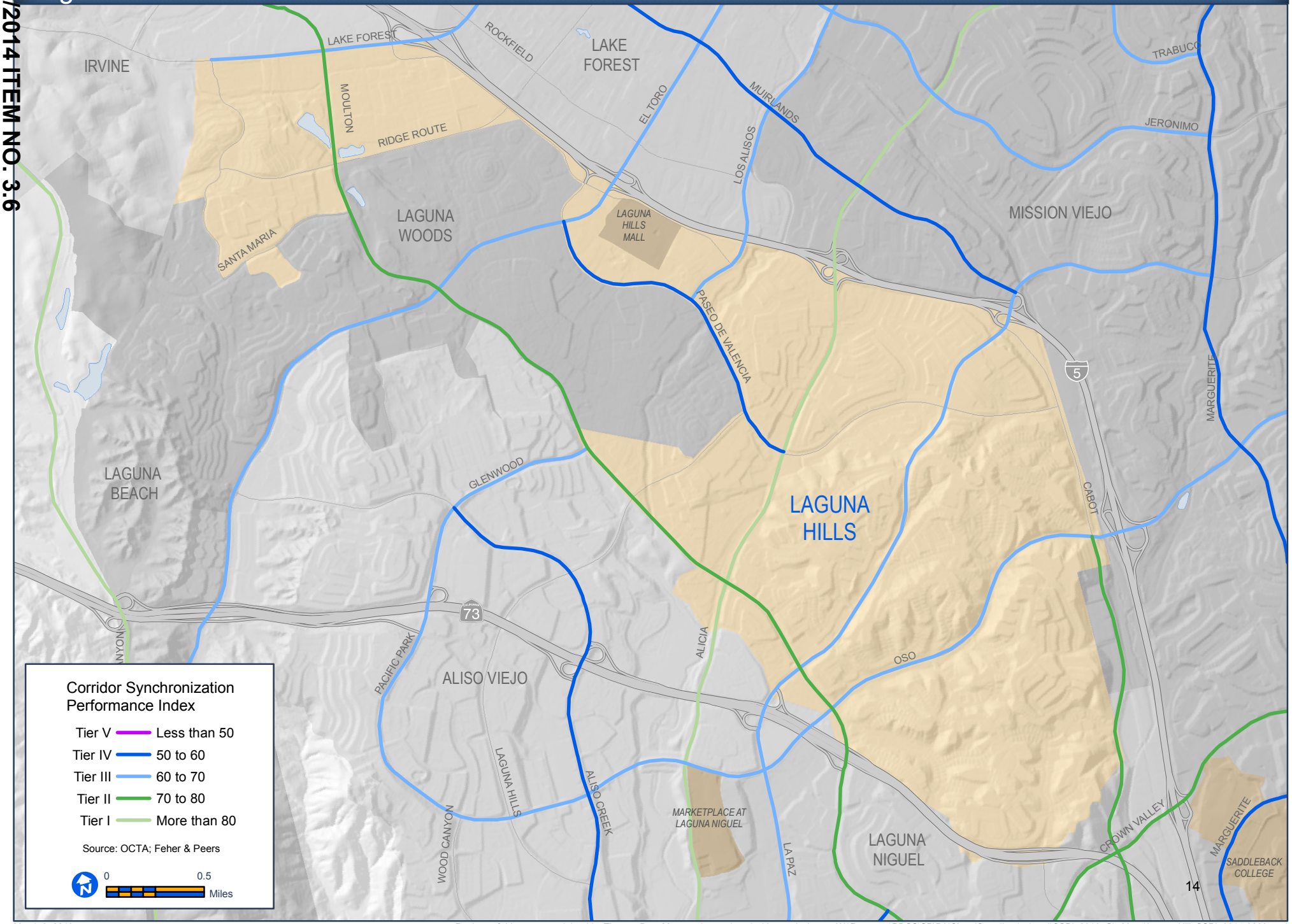
* Studies are underway

Include Optional Description

SIGNAL TIMING REVISIONS

PROJECT CORRIDOR	CROSS STREET	CYCLE LENGTH (Before/After)
No significant changes based on City's review		

2013 Corridor Operational Performance
Laguna Hills



March 3, 2013

Portions of this map copyrighted by Thomas Bros Maps and reproduced with permission.

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Appendix I:
Maintenance of Effort Reporting Form

Jurisdiction: Laguna Hills

Type of GENERAL FUND Transportation Expenditures:
Please attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Street Sweeping	$ 132,000.00
Signal Maintenance Contract	$ 150,000.00
Utilities	$ 397,838.00
Personnel	$ 100,404.00
Miscellaneous Contract and other Maintenance	$ 235,000.00
Subtotal Maintenance	**$ 1,015,242.00**

CONSTRUCTION	Total Expenditure
Streets, Signals and Lighting	$ 2,635,000.00
Flood Control	$ 310,000.00
Subtotal Construction	**$ 2,945,000.00**

ADMINISTRATIVE/OTHER	Total Expenditure
Operating Expenditures	$ 10,400.00
Subtotal Administration/Other	**$ 10,400.00**
Total General Fund Transportation Expenditures	$ 3,970,642.00
(Less Total MOE Exclusions*)	(2,705,000.00)
MOE Expenditures	$ 1,265,642.00
MOE Benchmark Requirement	269,339.00
(Shortfall) / Surplus	$ 996,303.00

Certification:
I hereby certify that the City/County of Laguna Hills has budgeted and will meet the Maintenance of Effort requirement for Fiscal Year 2014-2015.

Signature (Finance Director) | Assistant City Manager (Title) | 6/10/2014 (Date)

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: JUNE 24, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: ADOPTION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2014/15

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2014/15 IN ACCORDANCE WITH ARTICLE XIIIB OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE."

SUMMARY:

In accordance with Article XIIIB of the California Constitution, which placed limits on the amount of revenue that can be spent by public entities from proceeds of taxes, the City is required to establish a new appropriations limit each year. By applying the allowable population and per capita personal income growth factors, the appropriations limit for the City of Laguna Hills for fiscal year 2014/15 is calculated to be $32,414,101. Staff has determined that the City will be under the limit by $20,752,945 for the budget year 2014/15. A Resolution establishing the limit for fiscal year 2014/15 is attached to this report. The accompanying schedules and appropriation summary page show how this limit was calculated.

BACKGROUND:

As required by law, the voters approved an appropriations limit of $9,102,336 for fiscal year 1993/94. This limit serves as the "base year" and is adjusted annually based on population and inflation factors. In fiscal year 1996/97, the limit was adjusted by $2,032,217 in order to account for the anticipated increase in revenues due to the annexation of North Laguna Hills. This amount was based on the information available from the County. Subsequently, actual revenues exceeded the initial forecast, thus an additional revenue amendment of $1,858,438 was factored into the fiscal year 1999/00

limit calculation. In fiscal year 2001/02, the limit was amended in order to use the City's actual population change to reflect the increase in the City's population as a result of the Westside annexation.

Applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for FY 2014/15 is calculated to be $32,414,101. This calculation must be made available to the public for 15 days prior to adoption. This requirement has been satisfied.

Pursuant to State Law, the City may not appropriate any proceeds of taxes it receives in excess of $32,414,101 for fiscal year 2014/15. The anticipated proceeds of taxes minus the capital outlays and other qualified exclusions for this fiscal year resulted in an amount of $11,661,156 subject to the limit, which is well below the legal limit by $20,752,945. The following calculation shows the amount under the limit for fiscal year 2014/15:

Appropriations Limit

Appropriations Limit for FY 2014/15	$32,414,101
Less: Total Subject to the Appropriations Limit	11,661,156
Amount Under the Appropriations Limit	$ 20,752,945

State law also requires that the annual calculation of the limit be reviewed as part of an annual financial audit. This annual review evaluates the accuracy of the computations and the adequacy of documentation. In compliance with the requirements of Section 1.5 of Article XIIIB of the California Constitution, an agreed upon procedures engagement is performed by the City's auditors as part of the annual financial audit each fiscal year.

ATTACHMENTS:

- Resolution
- Schedules calculating the Appropriations Limit for Fiscal Year 2014/15

RESOLUTION NO. 2014-06-24-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2014/15 IN ACCORDANCE WITH ARTICLE XIIIB OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE

WHEREAS, Article XIIIB requires public entities in the State of California to set an annual Appropriations Limit; and

WHEREAS, the league of California Cities issued in March 1991 uniform guidelines for the implementation of the provision of Article XIIIB of the California Constitution; and

WHEREAS, Government Code Section 7910 calls for the adoption of the annual Limit prior to the beginning of the FY 2014/15; and

WHEREAS, Article XIIIB requires the City Council to select the population and inflation factors for the year's Appropriations Limit calculation; and

WHEREAS, the Appropriations Limit must be adhered to in adopting the City's Biennial Budget.

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

SECTION 1. That in accordance with Article XIIIB of the Constitution of the State of California and Section 7910 of the Government Code and as set forth in detail in the attached Exhibit "A" the Appropriations Limit beginning July 1, 2014, is established at $32,414,101.

SECTION 2. That the inflation factor being utilized to calculate the FY 2014/15 Appropriations Limit is based on the percentage change in California's per capita personal income.

SECTION 3. That the population factor being utilized to calculate FY 2014/15 Appropriations Limit is the percentage change in population for the County of Orange.

SECTION 4. That the Appropriations Limit shall not be exceeded in the adopted budget nor by any proposed amendment to the budget.

PASSED, APPROVED, AND ADOPTED this 24th day of June, 2014.

_____
ANDREW BLOUNT, MAYOR

ATTEST:

_____
PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2014-06-24-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 24th day of June 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
PEGGY J. JOHNS, CITY CLERK

Exhibit A
CITY OF LAGUNA HILLS
Appropriations Limit Summary

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the "Gann Initiative." The Proposition created Article XIIIB of the State Constitution placing limits on the amount of revenue, which can be spent by all entities of government from the "proceeds of taxes." Proposition 4 became effective for the 1980-81 fiscal year, but the formula for calculating the limit was based on the 1978-79 "base year" revenues.

Section 9710 of the California Government Code, added in 1980 by the State Legislature, provides that "each year, the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following year..."

In order to address the increasing number of complaints by agencies about the restrictions of Proposition 4, and to provide guidelines for local governments in adopting their limits, the voters approved Proposition 111 in June 1990. Among other things, Proposition 111 provided new adjustment formulas, which make the Appropriations Limit more responsive to local growth issues. Proposition 111 also established a requirement for an annual review of Limit calculations.

Comparing the FY 2014/15 Appropriations Limit of $32,414,101 and the Appropriations Subject to the Limit of $11,661,156 indicates that the City will be well below its Appropriations Limit. The City's budgeted revenues for FY 2014/15 subject to limitation will be below its legal limit by $20,752,945.

2013/14 Appropriations Limit

2013/14 factor - change in per capita personal income	5.12%
2013/14 factor - change in County population	0.78%
$30,384,635 x 1.0512 x 1.0078	$ 32,189,463

2014/15 Appropriations Limit

2014/15 factor - change in per capita personal income	-0.23%
2014/15 factor - change in County population	0.93%
$32,189,463 x 0.9977 x 1.0093	$ 32,414,101

City of Laguna Hills
Annual Appropriations Limit

Fiscal Year Appropriation Limit	Inflation Adjustment [a] [e] Factor	Population Adjustment [a] Factor	Total Growth Factor	Appropriations Limit	Adjustment for Annexation	Adjusted Appropriations Limit
1993-94	1.0272	1.0215	1.04928	$9,102,336 [b]		
1994-95	1.0071	1.0164	1.02362	$9,317,301		
1995-96	1.0472	1.0172	1.06521	$9,924,899		
1996-97	1.0467	1.0105	1.05772	$10,497,813	$2,032,217 [c]	$12,530,030
1997-98	1.0467	1.0107	1.05791	$13,255,633		$13,255,633
1998-99	1.0415	1.0169	1.05915	$14,039,638		$14,039,638
1999-00	1.0453	1.0177	1.06380	$14,935,393	$1,858,438 [d]	$16,793,831
2000-01	1.0491	1.0156	1.06547	$17,893,255		$17,893,255
2001-02	1.0782	1.0817	1.16629	$20,868,705		$20,868,705
2002-03	0.9873	1.0113	0.99846	$20,836,494		$20,836,494
2003-04	1.0231	1.0165	1.03998	$21,669,561		$21,669,561
2004-05	1.0328	1.0142	1.04747	$22,698,123		$22,698,123
2005-06	1.0526	1.0113	1.06449	$24,162,025		$24,162,025
2006-07	1.0396	1.0083	1.04823	$25,327,327		$25,327,327
2007-08	1.0442	1.0084	1.05297	$26,668,948		$26,668,948
2008-09	1.0429	1.0102	1.05354	$28,096,739		$28,096,739
2009-10	1.0062	1.0102	1.01646	$28,559,303		$28,559,303
2010-11	0.9746	1.0101	0.98444	$28,115,019		$28,115,019
2011-12	1.0251	1.0070	1.03228	$29,022,451		$29,022,451
2012-13	1.0377	1.0089	1.04694	$30,384,635		$30,384,635
2013-14	1.0512	1.0078	1.05940	$32,189,463		$32,189,463
2014-15	**0.9977**	**1.0093**	**1.0070**	**$32,414,101**		**$32,414,101**

[a] Source: California Department of Finance

[b] Permanent Limit of $9,102,336 was adopted following the first fiscal year of operations. The Limit was approved by voters on November 8, 1994 and adopted by Resolution 94-06-28-3.

[c] The Appropriations Limit was increased by the transfer of revenues from the County following the annexation effective July 1, 1996.

[d] The Appropriations Limit was adjusted by amending the revenues attributable to annexation, based on actual receipts for FY96/97 & FY97/98.

[e] Subdivision (e) of Section 8 of Article XIII B of the California Constitution defines "change in the cost of living" as either (1) the percentage change in California per capital personal income from the preceding year or (2) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

CITY OF LAGUNA HILLS
ANNUAL APPROPRIATIONS LIMIT
FISCAL YEAR 2014/15

APPROPRIATIONS LIMIT

Fiscal Year 2013/14 Appropriations Limit		$	32,189,463
Adjustment Factors			
A. Inflation adjustment factor	*0.9977*		
B. Population adjustment factor	*1.0093*		
Total Adjustment Factor (A x B)	*1.0070*		
Annual Adjustment			224,638
Fiscal Year 2014/15 Appropriations Limit		**$**	**32,414,101**

APPROPRIATIONS SUBJECT TO LIMITATION

		Fiscal Year 2014/15 Budget
Proceeds of Taxes		
Property Tax	$	9,114,324
Sales Tax		5,952,540
Transient Occupancy Tax		1,332,500
Interest Earned from Net Invested Taxes		21,895
Total Proceeds of Taxes	$	16,421,259
Less: Exclusions		
Federal Mandates	$	2,718,716
Qualified Capital Outlays		240,000
Qualified Debt Service		1,801,387
Total Exclusions	$	4,760,103
Total Appropriations Subject to Limitation	**$**	**11,661,156**
(Over)/Under Appropriations Limt		20,752,945

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: JUNE 24, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: AMENDMENT NO. 3 TO THE STREET SWEEPING CONTRACT SERVICES AGREEMENT WITH JONSET CORPORATION, DBA SUNSET PROPERTY SERVICES, TO EXTEND THE TERM AND ADJUST THE COMPENSATION FOR CITYWIDE STREET SWEEPING SERVICES

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 3 TO THE STREET SWEEPING CONTRACT SERVICES AGREEMENT FOR CITYWIDE STREET SWEEPING SERVICES WITH JONSET CORPORATION, DBA SUNSET PROPERTY SERVICES, AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT.

SUMMARY:

Street sweeping services on all public streets are provided on a contract basis by Jonset Corporation, dba Sunset Property Services (Sunset). The Contract Services Agreement for street sweeping will expire on June 30, 2014, unless extended by mutual consent. For the past six years, Sunset has provided high quality sweeping and related cleaning services to the City. Sunset has requested a one-year term extension of the current Agreement with a modest 2% adjustment in some of their rates. Staff has found the request to be reasonable and recommends the one-year term extension.

BACKGROUND:

Street sweeping is an important public health and safety service provided in the community to clean the streets of debris and to remove materials that can be adverse to water quality. Street sweeping services on all public streets are provided on a contract basis to include weekly sweeping of arterial highways, twice monthly sweeping of residential streets and monthly sweeping of bike trails and facilities. Street sweeping services have been provided for the last six years by Jonset Corporation, dba Sunset Property Services (Sunset). Sunset has provided high quality services and does so by utilizing modern natural gas powered street sweepers that meet or exceed air quality standards.

The Contract Services Agreement with Sunset was originally for five years and includes a term extension clause allowing the City and Sunset to mutually agree to annual contract extensions not to exceed a total of an additional five years. The current term of the Agreement expires as of June 30, 2014. In the spring, Sunset contacted the City to request a one-year term extension with a modest rate adjustment. Following a review of current street sweeping rates in nearby communities, staff is supportive of a 2% rate increase for regular street sweeping. No rate changes are proposed for emergency or special street sweeping. It is staff's view that the new rates should be accepted as they take the uncertainty out of new competitive bidding for this service and a term extension was contemplated in the original Contract Service Agreement.

Amendment No. 3, attached, to the Contract Services Agreement for street sweeping has been prepared through the office of the City Attorney. Approval of the Amendment for a one-year term extension and new rates for street sweeping services is recommended.

FISCAL IMPACT:

Street sweeping is budgeted in the 2014-15 Fiscal Year Operating Budget in the amount of $132,000 and the proposed Amendment No. 3 will provide the street sweeping services within budget.

ATTACHMENTS:

- Amendment No. 3 to Street Sweeping Contract Services Agreement

AMENDMENT NO. 3
TO STREET SWEEPING CONTRACT SERVICES AGREEMENT
FOR
CITY-WIDE STREET SWEEPING
(Sunset Property Services)

THIS THIRD AMENDMENT to the July 1, 2008 Street Sweeping Contract Services Agreement with Sunset Property Services for city-wide street sweeping (the "Amendment") is hereby made and entered into to be effective this 1st day of July 2014 by and between the CITY OF LAGUNA HILLS, a California municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as the "City"), and JONSET CORPORATION, a California corporation, dba SUNSET PROPERTY SERVICES, (hereinafter referred to as "Contractor") (collectively, the Parties).

RECITALS

A. City and Contractor previously entered into that certain Street Sweeping Contract Services Agreement (the "Agreement"), which was made and entered into on July 1, 2008, for the performance of regularly scheduled, on-call special, and emergency street sweeping services for an initial term of five years. A copy of the Agreement is attached hereto as **Exhibit "A"** for reference purposes only.

B. City and Contractor previously entered into Amendment No. 1 to the Agreement on June 23, 2009, which made certain substantive changes to the Agreement regarding the Contractor's obligations with respect to payment and performance bonds and the posting of security. A copy of Amendment No. 1 to the Agreement is attached hereto as **Exhibit "B"** for reference purposes only.

C. In accordance with Section 4.4 (Term) and 10.3 (Amendment) of the Agreement, on July 1, 2013, City and Contractor entered into Amendment No. 2 to the Agreement for the purpose of extending the term of the Agreement for one year commencing on July 1, 2013 and ending on June 30, 2014, at reduced rates, while maintaining the same level of service, scope of work, and all other existing contractual terms, conditions, and requirements as set forth in the Agreement. A copy of Amendment No. 2 to the Agreement is attached hereto as **Exhibit "C"** for reference purposes only.

D. Unless amended by mutual written consent of the Parties, the Agreement is currently scheduled to expire on June 30, 2014, by operation of its own terms.

E. Sections 4.4 (Term) and 10.3 (Amendment) of the Agreement provide that the contract services agreement entered into by and between the Parties may be amended in writing at any time by mutual consent of the Parties. More specifically, Section 4.4 (Term) provides that the term of the Agreement may be extended by mutual written consent of the Parties for annual periods not exceeding an additional five years.

F. The Parties recently negotiated certain revised terms and conditions of the Agreement, including a revised rate for an additional one-year extension of the term of the Agreement.

G. The Parties now wish to amend the Agreement by authorizing an additional one-year extension of the term of the Agreement at revised rates, while maintaining the same level of service, scope of work, and all other existing contractual terms, conditions, and requirements as set forth in the Agreement.

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

AGREEMENT

1. Amendment to Sections 4.4 and 3.1, entitled "Term" and "Compensation of Contractor," of the Agreement. Sections 4.4 and 3.1 of the Agreement are hereby amended as follows:

The term of the Agreement shall hereby be extended by mutual agreement of the Parties for one additional year, commencing on July 1, 2014 and ending on June 30, 2015. For the services rendered pursuant to the Agreement during the term of the additional one year extension authorized herein, Contractor shall be compensated and reimbursed in accordance with the following revised rates for service, which total contract amount shall not exceed $132,000 for FY 2014/15 during the period of the term extension authorized herein:

Description	New Rate
Residential	$17.36 per Curb Mile
Arterial	$17.36 per Curb Mile
Parking Lots	$265.01 per Month
Bike Trails	$219.68 per Month
Sidewalks/Stairways	$338.10 per Month
Emergency Sweep	$160.75 per Service Call
Special Sweep	$107.16 per Service Call

2. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made a part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this

Amendment and any provisions of the Agreement, the provision of this Amendment shall in all respects govern and control.

3. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

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

"CITY"
CITY OF LAGUNA HILLS

By: _____
ANDREW BLOUNT, MAYOR

ATTEST:

By: _____
Peggy J. Johns,
City Clerk

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

"CONTRACTOR"
JONSET CORPORATION, INC., dba SUNSET PROPERTY SERVICES

Date: 6-9-14

By : _____
John D. Howhannesian,
President

Date: 6-9-14

By _____
Carmen Howhannesian,
Secretary

EXHIBIT "A"

STREET SWEEPING CONTRACT SERVICES AGREEMENT
(Jonset Corporation, Inc., dba Sunset Property Services)
July 1, 2008

STREET SWEEPING CONTRACT SERVICES AGREEMENT

THIS AGREEMENT FOR STREET SWEEPING CONTRACT SERVICES (the "Agreement") is made and entered effective this 1st day of July 2008, by and between the City of Laguna Hills, a California general law city and municipal corporation ("City"), and Jonset Corporation, dba Sunset Property Services, a California corporation ("Contractor").

RECITALS

A. City requires the services of a street sweeping company to perform regularly scheduled, on-call special, and emergency street sweeping in order to maintain a state of street cleanliness for road and pedestrian safety acceptable to the City (the "Project").

B. Contractor has submitted to City a written proposal and scope of services, dated June 11, 2008, to provide scheduled, on-call special and emergency street sweeping services for the City.

C. Based on its experience, education, training, licensure and reputation, Contractor is qualified to provide the necessary street sweeping services to City for the Project and desires to provide such services.

D. City desires to retain the street sweeping services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide street sweeping services to the City as follows:

AGREEMENT

1. CONTRACTOR SERVICES

1.1 **Scope of Services**. In compliance with all terms and conditions of this Agreement, Contractor shall provide scheduled, on-call special and emergency street sweeping services to the City as described in the Scope of Work represented by the Request For Proposal issued by City dated May 21, 2008, the Contractor's Proposal dated June 11, 2008 and the Proposal Form/Schedule of Fees which are attached to this Agreement as Exhibits "A" "B" and "C" respectively and incorporated herein by reference (the "services" or "work"). Contractor 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. In the event of any inconsistency between the terms contained in the Scope of Work 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**. All services rendered under this Agreement shall be provided by Contractor in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 **Licenses and Permits**. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 **Familiarity with Work**. By executing this Agreement, Contractor warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

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 Request For Proposal set forth in Exhibit "A". Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 **Compensation of Contractor**. For the services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the Schedule of Fees set forth in Exhibit "C," which total amount shall not exceed $130,000 for the first year. Unless the Agreement is terminated by operation of the specific terms contained herein, beginning on July 1, 2009 (Year 2 of the Agreement) and on July 1st of each subsequent term year of the Agreement, the rates set forth in Exhibit "C" may be adjusted upward or downward to reflect changes to the net percentage change in the Consumer Price Index for the Los Angeles/Orange County area during the period of time since the last preceding contract adjustment, or in the case of Year 2, since the execution of the Agreement, calculated to the nearest one percent, as of the April report of that calendar year. The Contractor shall submit a written request to the City for this potential rate change. The Contractor acknowledges and agrees that if an adjustment in the rates is made it shall not apply retro-actively and shall be subject to the sole approval of the City Manager and the City's adopted Operating Budget for the next Fiscal Year.

3.2 **Method of Payment**. In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to City in the form approved by City's Controller, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the rates as set forth in Exhibit "C" for authorized services performed. City shall pay Contractor for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 **Changes**. In the event any change or changes in the Scope of Work is requested by City, the parties hereto 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. An amendment may be entered into:

A. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

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

4. PERFORMANCE SCHEDULE

4.1 **Time of Essence**. Time is of the essence in the performance of this Agreement.

4.2 **Schedule of Performance**. All services rendered pursuant to this Agreement shall be performed pursuant to the services set forth as Exhibit "A" and the agreed upon work set forth in Exhibit "B". The extension of any time period must be approved in writing by the Contract Officer.

4.3 **Force Majeure**. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within ten (10) calendar days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 **Term**. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of five years, commencing on July 1, 2008, and ending on June 30, 2013, unless extended by mutual written agreement of the parties for annual periods not exceeding an additional five years.

5. COORDINATION OF WORK

5.1 **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 and work specified herein and make all decisions in connection therewith: John D. Howhannesian, President. It is expressly understood that the experience, knowledge, education, capability, 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 hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

5.2 **Contract Officer**. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Contractor's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Contractor shall refer any decisions that 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.

5.3 **Prohibition Against Subcontracting or Assignment**. The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 **Independent Contractor**. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.5 **Personnel**. Contractor agrees to assign the following individuals to perform the services set forth herein. Contractor shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Contractor by providing written notice to Contractor.

Name:	Title:
Debbie Kaye	Operations Manager
Rick DeAnda	Assistant Operations Manager

6. INSURANCE AND INDEMNIFICATION

6.1 **Insurance**. Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

6.1.1 **Minimum Scope of Insurance**. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury with limits of at least two million dollars ($2,000,000.00) combined single limit coverage per occurrence;

B. Automobile liability insurance with limits of at least two million dollars ($2,000,000.00) per occurrence;

C. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance Insurance with limits of at least one million dollars ($1,000,000.00) per occurrence.

For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

6.1.2 **Intentionally Omitted**.

6.1.3 **Sufficiency of Insurers**. Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of A-, Class VII, or better, unless otherwise acceptable to the City.

6.1.4 **Verification of Coverage**. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Workers' Compensation policies.

6.1.5 **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6.1.6 **Severability of Interests (Separation of Insureds)**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

6.2 **Indemnification**. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense), protect, and hold harmless City and its officers, councilmembers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, penalties, costs, and demands (collectively "Claims"), including but not limited to demands arising from injuries or death of persons (Contractor's employees included) and damage to property, including claims based on alleged negligence, which Claims arise out of or are in connection with the performance or failure to perform by Contractor of any of its obligations and duties under this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, councilmembers, officials, employees, agents, and volunteers. Contractor shall reimburse City for any reasonable expenditures, including reasonable attorneys' fees and litigation costs and expenses, City may incur by reason of such Claims, and if requested by City, will defend any such suits. Contractor's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

Contractor's liability for indemnification hereunder is in addition to any liability Contractor may have to City for a breach by Contractor of any of the provisions of 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. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. 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.

6.3 **Performance and Payment Bonds** Contractor shall prior to the start of Work, submit to the City for its acceptance and approval a Faithful Performance Bond and a Payment Bond in the same format as Exhibit "D", entitled "Faithful Performance Bond" and Exhibit "E", entitled "Payment Bond". Both bonds shall be issued from an admitted surety in the State of California. Each bond shall be in the amount of 100% of the yearly value of this Agreement as set forth in Section 3.1 above.

Prior to approval of each bond, the City shall verify that the surety is an admitted surety in the State of California. If requested by City, the contractor shall provide other information specified in Code of Civil Procedure Section 995.660 to enable City to verify the sufficiency of the bond. Should any bond become insufficient the Contractor shall correct the insufficiency within ten (10) calendar days after receiving notice from the City. The Contractor shall provide the City evidence of said correction within ten (10) calendar days of said correction. Should any surety at any time be unsatisfactory to the City, written notice will be given to the Contractor to that effect. No further payments shall be deemed due or will be made under the Agreement until the Contractor submits acceptable bonds from a surety or sureties accepted by the City. Changes in the Work or extensions of time made pursuant to the Agreement shall in no way release the Contractor or a surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

If Contractor is unable to secure a single performance bond and a single payment bond for the full five (5) year term of this Agreement, Contract may, with the approval of the City, submit a single performance bond and single payment bond meeting all applicable requirements that are either renewable at the beginning of each year of the five (5) year term and any extension thereof, or may submit a new performance bond and new payment bond meeting all the applicable requirements at the beginning of each year of the five (5) year term of this Agreement and any extension thereof. Failure to submit the required bonds at the beginning of each year of the five (5) year term of the Agreement and any extension thereof shall be deemed a breach of the Contractor's obligations under the Agreement and may result in termination of said Agreement. Nonetheless, no payments shall be deemed due or will be made under the Agreement and Contractor shall not perform any Work hereunder until the Contractor submits acceptable bonds to the City.

Both the performance bond and the payment bond shall remain in full force and effect during the entire term of the Agreement and any extension thereof.

7. RECORDS AND REPORTS

7.1 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.

7.2 Records. Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and 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.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be 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 or 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.

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.

7.5 Cost Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and 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 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are 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.

8.4 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 injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of Contractor and constitutes an immediate danger to public health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Contractor may terminate this Agreement, with or without cause, upon ninety (90) days written notice to City.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement

regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653
To Contractor:	Sunset Property Services Attention: John Howhannesian 16251 Construction Circle West Irvine, CA 92606-4412

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Laguna Hills

Date: June 24, 2008

By: _____
Bruce E. Channing,
City Manager

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

ATTEST

By: _____
Peggy J. Johns,
City Clerk

"CONTRACTOR"
Jonset Corporation,
dba Sunset Property Services

Date: June 30, 2008

By: _____
John Howhannesian
President

_____

See attached ce/30/08 on
Seal affixed to attachment

6/24/2014 ITEM NO. 3.8

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On June 30, 2008 before me, Jon Mayer, Notary Public,
(Here insert name and title of the officer)

personally appeared John Howhannesian,

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

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

WITNESS my hand and official seal.

JON MAYER
Commission # 1700000
Notary Public - California
Alameda County
My Comm. Expires Oct 21, 2010

Jon Mayer
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Street Sweeping Contract
(Title or description of attached document)

Services Agreement
(Title or description of attached document continued)

Number of Pages 11 Document Date 6/30/08

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer
  President
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

REQUEST FOR PROPOSAL
DATED MAY 21, 2008

[Attached]

6/24/2014 ITEM NO. 3.8

CITY OF LAGUNA HILLS

Request for Proposal:
Street Sweeping Services
Issue date: May 21, 2008

The City of Laguna Hills is requesting proposals for Street Sweeping Services. The services shall begin July 1, 2008 and will be for a five-year term with an option for an additional five years of service. The City shall select the firm that is found to be the most responsive, qualified and cost effective to perform the services. Any questions regarding this RFP should be directed to Kenneth H. Rosenfield, P.E. Director of Public Services, 24035 El Toro Road, Laguna Hills, CA 92653. Direct line: 949-707-2655. Facsimile: 949-707-2633

Proposal Submittal Date

This office must receive three copies of the proposal no later than 1:00 p.m. Wednesday, June 11, 2008. The proposals are to be addressed to:

Kenneth H. Rosenfield, P.E.
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

The proposal shall be submitted in two parts. The first part shall be the work proposal as prepared by the Proposer consistent with the RFP. The second part shall be the Fee Proposal (see Appendix B herein) and shall be sealed in its own envelope marked "FEE Proposal - DO NOT OPEN WITH REGULAR MAIL".

Proposal Schedule

The schedule is proposed as follows:

Proposals Due at City Hall	June 11, 2008, 1:00 pm or sooner
Complete Review	June 18, 2008
City Council Selection	June 24, 2008
Implementation of services	July 1, 2008

Right to Reject All Proposals

The City reserves the right to reduce or revise elements of the scope of work, or to amend or modify the contractual requirements and to reject any and all proposals

submitted. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the Proposer.

All proposals submitted to the City in response to this RFP shall become the property of the City. The RFP and proposal shall be incorporated in the contractual agreement to perform the requested services.

Scope of Work

Section A

Primary objectives of the sweeping program are to:

- Establish and adhere to a regular schedule of performance for the twice monthly sweeping of approximately 126 curb miles of residential streets, weekly sweeping of 78 curb miles of arterial highways, including median curbs, and miscellaneous sidewalk, bike path and parking lot monthly cleanings.

- The Contractor and City will conduct mileage verification as needed and the Contractor will be compensated for the actual curb mileage swept.

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

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

- Meet Air Quality Management District (AQMD) requirements in effect as of July 1, 2008, including but not limited to Rule 1186.1.

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

Section B

1. Definition of Terms

   a. Agreement/Contract

   Terms "Agreement" and "Contract" are used interchangeable and shall mean this document and its attachments for the sweeping of the City of Laguna Hills.

b. City

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

c. Contractor

Term "Contractor" shall mean the Proposer, person, company corporation, or partnership, its officers, employees or representatives performing street sweeping services under contract with the City.

d. Curb Mile

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

e. Debris

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

f. May

Term "May" shall be permissive.

g. Shall

Term "Shall" shall be mandatory.

h. Streets

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

i. Street Sweeping

Term "Street Sweeping" shall mean the removal, by mechanical / vacuum street sweepers, of all debris from all portions of listed City parking lots, streets, including but not limited to street intersections, the areas adjacent to curbs and

raised medians, left-turn pockets between painted center striped medians of arterial streets, bullnoses, dead spots and cross-gutters, sidewalks and bike paths. Some locations may require curb-to-curb sweeping which shall be included in the same curb mile price for the parallel roadway curb length.

j. Sweepings

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

2. Term

Term of this agreement shall be in effect from July 1, 2008, through June 30, 2013. This contract may be renewed by mutual agreement of both parties for additional single years up to five total additional years. City does not have to give reason if it elects not to renew. If City and Contractor are unable to agree on a mutually acceptable contract, the agreement will be terminated.

3. Services Requested

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

4. Water

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

5. Routine/Scheduled Sweeping

The regular, recurring sweeping of all arterial, industrial collector and residential streets on the current mileage inventory. Street sweeping of all streets shall be done in accordance with the Street Sweeping Schedule Map in Appendix A. Sweeping shall be performed weekly on arterial highways and industrial collector streets (Monday through Friday) and bi-monthly on local streets as defined by City (Monday through Friday). Local street sweeping shall follow the waste (trash) pick-up schedule by one day, shall be on consistent scheduled days each month during the second and fourth week of

every month and shall not occur before 8:00 am. Arterial highway and industrial collector sweeping may occur in the early morning hours except when noise complaints require a later start time. Contractor shall adjust start times of sweeping as directed without a change in compensation. No sweeping shall occur during peak traffic hours.

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

6. Special Sweeping

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

7. Emergency Sweeping

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

a. Response to Emergency Services

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

respond to request within time allowed shall invoke a failure to perform violation. See Section G 3, Failure to Perform.

b. Emergency Response Time

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

8. Re-sweeping

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

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

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

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

Section C

1. Sweeping Practices and Standards of Performance

a. Areas of Street

Areas of street to be cleaned by sweeping shall include curb lines along both sides of the roadway or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted median, painted left and right turn pockets, and all intersection cross-gutters. Noses or ends of curbed medians and arterial intersection turn pockets and arterial intersection center areas and dead spots are to be maintained on the same frequency as the median or intersection for which they are associated and included in the curb

mile price for the parallel roadway section. Curb returns (radii) at intersections of arterial and residential streets will be swept along their entire length and free of debris on scheduled arterial sweeping days. Excluded from areas to be swept are those that would cause damage to the equipment used. While Contractor is normally responsible for the 8' strip (sweeper width), curb to curb sweeping, an additional width of street may need to be swept at some locations due to unforeseen circumstances and shall be included within the curb mile price.

b. Flow of Traffic

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

c. Water

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

d. Warning Devices

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

e. Sweeping Speed Performance

Sweeping speed shall be adjusted to street and debris condition with a maximum speed of eight miles per hour (8 MPH). City streets swept while driver exceeds eight miles per hour (8 MPH) will be re-swept in their entirety at Contractor's expense. In addition, a verbal warning will be given for the first violation of this specification. A written "Failure to Perform" notice will be issued upon the second and subsequent violations (see Section G 3, Failure to Perform).

Contractor shall not allow any debris to enter storm drain inlets (catch basins) as a result of any of their operations. Allowing such deposit of debris into a storm drain inlet shall result in an immediate Failure to Perform Penalty as solely determined by City.

At the location of City catch basins that are equipped with debris shields, grates or gates, the sweeping operation shall pause by reducing speed to one mile per hour (1 MPH) to pick up all collected debris in front of and entwined within the debris shields, grates or gates.

Contractor's drivers of street sweepers shall maintain good safety and driving records and use extreme caution during street sweeping.

f. Extra Effort

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

g. Obstructions

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

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

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

h. Level of Cleanliness

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

i. Notification of Non-sweeping

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

j. Quality of Sweeping

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

Any performance deficiency determined solely by City shall be subject to a Failure to Perform notice. See Section G 3.

Section D

1. Equipment Requirements

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

Vacuum/broom or vacuum-type sweepers shall be used for the routine/scheduled sweeping of residential streets and arterial streets. All sweeping equipment used by Contractor for the City shall have the same curb mile cost. All equipment used by Contractor for the City shall meet City requirements and standards. Contractor shall specify the type of equipment used and provide effective pollutant and/or debris removal effectiveness or efficiencies for equipment used (i.e. sediment, trash, leaves, debris, metals, oil and grease). All equipment shall be kept in a "like-new" condition and shall not be more than five (5) years old at the beginning of this Agreement. All equipment used in performance of this contract shall be in compliance with South Coast Air Quality Management District Rule 1186.1, as well as all other State and Federal Regulations in effect as of July 1, 2008.

2. Recording of Debris / Recording of Operations

All debris collected by sweeping equipment shall be recorded on a daily basis. All sweeping equipment shall be equipped with devices to record the date and time of service, travel speed while sweeping, sweeper activation and location of sweeper when providing services to City. On a monthly basis, Contractor shall provide documentation of each sweeper equipment operations including streets swept, curb miles swept, speed while sweeping, quantity of debris collected, operator name, gallons of water used, locations that sweeping did not occur, and receipts for diversion of the waste. Monthly payment to the Contractor will be withheld until submission of this data in a form satisfactory to City.

3. Equipment Identification

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

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

The City Seal shall only be displayed when the sweeper is physically within the City boundaries of the City of Laguna Hills. The City will provide magnetic backed seals, two each per vehicle, for this purpose at no charge. However, any seals lost by Contractor for any reason will be replaced at a cost to the Contractor of $50.00 per seal, deducted from monthly payments. City seals faded shall be replaced at no cost and all seals shall be returned at the termination of this Agreement.

4. Type and Capacity

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

Equipment used to clean specified sidewalks, bike paths and parking lots shall be a combination of air blowers to clean areas not readily accessible by vehicles plus light

duty sweepers meeting all regulations included herein and that will not unduly load the pavement surfaces causing distress and damage. Contractor shall bear all costs for the repair of damages to pavements and facilities resultant from their operations.

5. Maintenance

Equipment shall be maintained both visually and operationally. Paint and body of street sweeper shall be maintained in good condition with no visible rust or body damage. Vehicle engines shall be routinely maintained as to insure a high level of service during all sweeping operations and must comply with all State of California Department of Motor Vehicles, CAL-OSHA and all other applicable codes of Federal, State, County and City.

Section E

1. Scheduling Requirements

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

2. Hours and Days

Residential areas shall be swept between 8:00 a.m. and 4:00 p.m. Monday through Friday, one day after waste (trash) pick-up, except on City-observed holidays and holidays observed by City's franchised waste hauler. Arterials and industrial collector streets shall be swept between 12:00 a.m. and 7:00 a.m. Monday through Friday with particular time limits noted in Appendix A. Some Saturday sweeping shall be required by Contractor for areas not swept due to holidays observed by City's franchised waste hauler. Saturday street sweeping shall occur at the regular sweeping rate per curb mile without additional compensation.

3. Inclement Weather / Holiday / Cancelled Sweeping

Routine/scheduled sweeping shall not be canceled for inclement weather by the Contractor without approval of the City Engineer or his designee. During inclement weather, a two-hour standby period between 7:00 a.m. and 9:00 a.m. will be observed before a scheduled residential sweep will be canceled. The City reserves the right to suspend street sweeping functions on a day-to-day basis. The City will communicate

via phone the specific street locations throughout the day of locations where debris needs to be removed. This effort shall not affect the routine/scheduled sweeping.

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

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

Section F

1. Disposal of Debris

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

- Soil
- Leaves
- Trash/Debris
- Other

Section G

1. Inspections and Handling of Deficiencies

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

hours of the notification of the deficiencies. Deficiencies not resolved in a timely manner shall be subject to a Failure to Perform notice. See Section G 3.

2. Complaints

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

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

3. Failure to Perform

It is and will be impractical and difficult to ascertain and determine the actual damage the City will sustain by reason of delay or any unsatisfactory performance of required and specified sweeping; therefore, it is agreed that the Contractor shall forfeit and pay to the City the sum of $500.00 for each written notification of Failure to Perform and such sum shall be deducted from any payments due or to become due the contractor.

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

4. Public Convenience and Safety

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

5. Traffic Counters

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

Section H

1. Changes

The City may at any time, by written order, direct that changes or extras may be made in the scope, specifications or route schedule in relation to this contract. No additional compensation will be allowed.

2. Additions/Deletions in Mileage

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

3. Precedent

In case of conflict between this Request for Proposal, Specification, Requirements, Scope of Work and the "Street Sweeping Contract Services Agreement" (Agreement), the Agreement shall take precedence.

Section I

1. Communications

Contractor shall maintain an office staff reachable by phone within the 949, or toll free area codes, from 7:00 a.m. to 5:00 p.m. Monday through Friday except on legal holidays. Office staff shall have the capability of contacting sweepers and pickup equipment by 2-way radio or equivalent. Contractor shall provide the City with contact personnel and telephone numbers, where designated staff can be reached during non-office hours within fifteen (15) minutes of call origination (5:00 p.m. to 7:00 a.m.) to be used in emergency/after-hour call-outs as specified in Section B 6, Special Sweeping, and B 7, Emergency Sweeping.

Section J

1. Compensation

Payment will be made on the basis of road curb miles swept times the amount proposed per curb line mile for each category of road swept plus the monthly services proposed. The basis for determining road curb miles will be the City of Laguna Hills measurement.

For all of the services which the Contractor is obligated to perform under the terms of this contract, the City shall pay to the Contractor once each month a sum equal to the amount specified in Contractor's Proposal, or as amended by any subsequent adjustments thereto and provided hereinafter. The Contractor shall submit a detailed invoice. City, upon receipt and approval of an accepted invoice, will make payment within 30 days of receipt of invoice.

a. Method of Payment for Extra Work

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

b. Invoicing

Contractor shall submit an invoice for service performed mailed or delivered to:

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

c. Adjustment of Payment

For subsequent contract years beginning with year two of the contract, effective July 1, 2009, the rates set forth in the contract may be adjusted upward or downward to reflect changes to the net percentage change in the Consumer Price Index for the Los Angeles/Orange County area during the period of time since the last preceding contract adjustment, calculated to the nearest one percent, as of April of each year. The Contractor shall submit a written request for this rate change. An adjustment of payment shall not be retro-active and shall be subject to the sole approval of the City Manager of the City of Laguna Hills and the City's adopted Operating Budget for the next Fiscal Year.

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INSTRUCTIONS

The content and sequence of the information contained in each copy of the proposal shall be as follows:

A. Letter of Transmittal

Include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested.

B. Table of Contents

Include a clear identification of the material by section and by page number. The Proposal is to be limited to not more than 20 pages. Submit three copies of proposal.

C. Firm Organization

Please provide the following information:

1. How long has the firm been in existence?
2. State whether the firm is local, national or international.
3. Give the location of the firm's main office in Southern California and national headquarters.
4. State whether the firm is an individual proprietorship, partnership, limited liability company, corporation or joint venture.
5. Provide a copy of the State of California Contractor's License.
6. Describe the range of services provided by the firm specific to the proposal.
7. Provide the name, title, experience and qualifications of the persons to be assigned to the project.
8. Give the name(s) of the person(s) who will be authorized to make representations for the firm, their titles, addresses and telephone numbers.
9. Provide a three year safety record report.
10. Document the Contractor's Bonding capacity.

D. Ability to Serve

Proposals must address all items set forth in this Request for Proposal and be identified as the proposed "Scope of Work". Include a statement that you have read, understand and are ready to execute the Street Sweeping Services Contract Agreement.

E. References

Each firm must include the following references:

1. List similar services performed for all similar organizations in the last five years and when performed. Show names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.

2. List three public agency contracts that were once, but are no longer held, by the Contractor. Show names of organizations and names and telephone numbers of persons who can be contacted.

H. Proposal

Appendix B shall be submitted in a separate and sealed envelope marked with the Proposer's name and "FEE Proposal - DO NOT OPEN WITH REGULAR MAIL".

EVALUATION CRITERIA

The following represents the principal selection criteria that will be considered during the evaluation process.

1. The capability of the contractor to perform the work including equipment, support facilities and qualified personnel.

2. Prior experience in performing similar size and type of work in a competent and consistent manner, including review of reference of previous contract users.

3. Proposed cost of service.

4. The proposal demonstrates that the contractor has considered the standard and performance level required by the City and includes the necessary personnel, equipment, materials, and other essential elements of the work requested.

GENERAL REQUIREMENTS

A. Agreement

Attached (Appendix C) as part of this RFP is the Agreement expected to be executed by the City and the selected Contractor.

B. 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.

C. Personnel

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. The personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Other staff personnel may be changed at the discretion of the Proposer provided that replacements have substantially the same or better qualifications or experience.

D. Right to Request Additional Information

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted. The City reserves the right without prejudice to reject any or all proposals.

F. Proposal Interpretations and Addenda

Any change to or interpretation of the RFP by the City will be sent to each firm or individual to whom an RFP has been sent and any such changes or

interpretations shall become a part of the RFP for incorporation into any contract awarded pursuant to the RFP.

G. Public Record

All proposals submitted in response to this RFP will become the property of the City of Laguna Hills and a matter of public record.

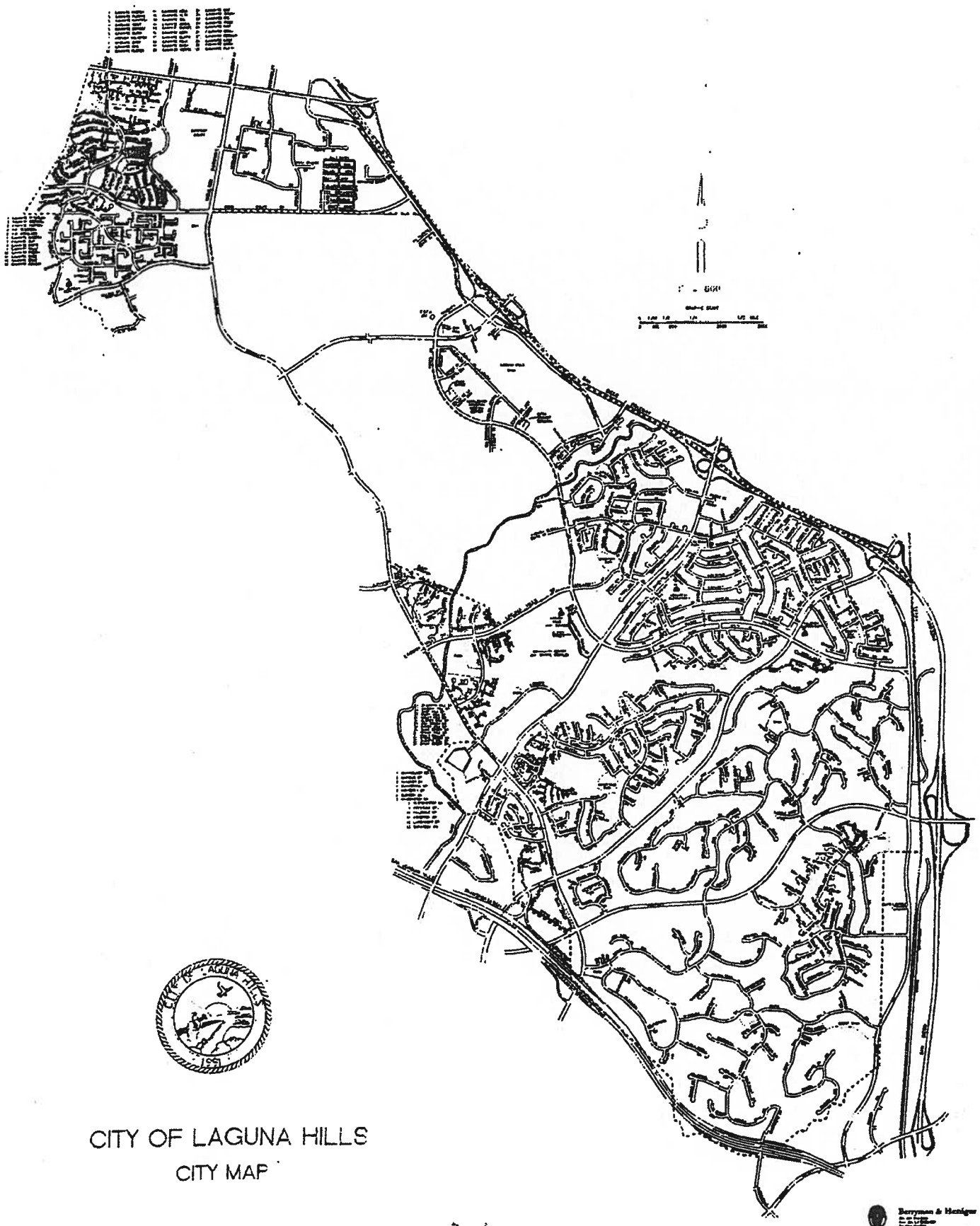
H. Additional Services

The general service requirements outlined above describe the minimum work to be accomplished. Upon final selection of the firm, the scope of service may be modified and refined during negotiations with the City.

APPENDIX A

STREET SWEEPING LOCATIONS (ATTACHED)

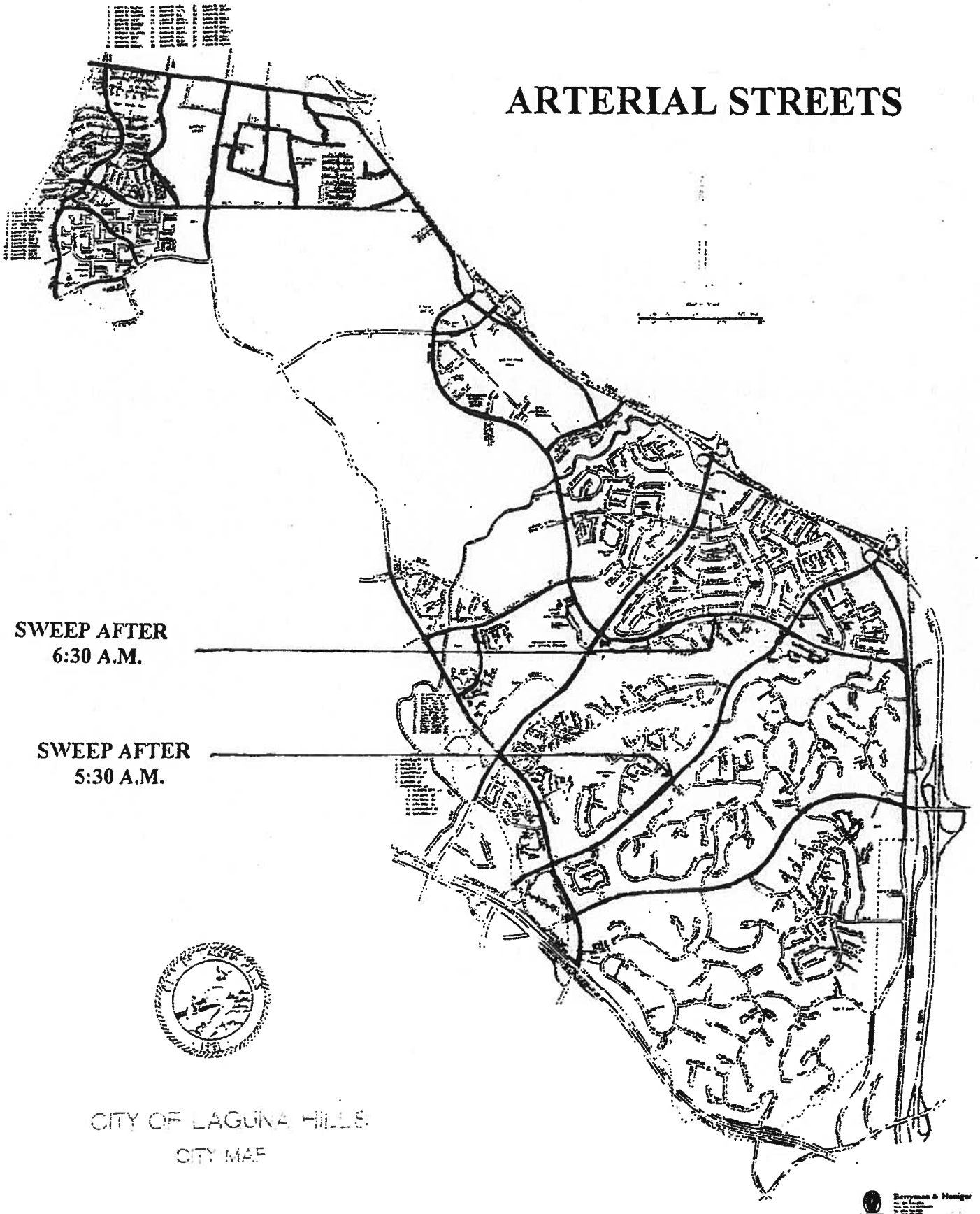
- City Map
- Sweeping schedules by map
- Bike Paths list and map
- Sidewalk list and map
- Community Center Parking Lots map
- Cabot Park Parking lot map



CITY OF LAGUNA HILLS

CITY MAP

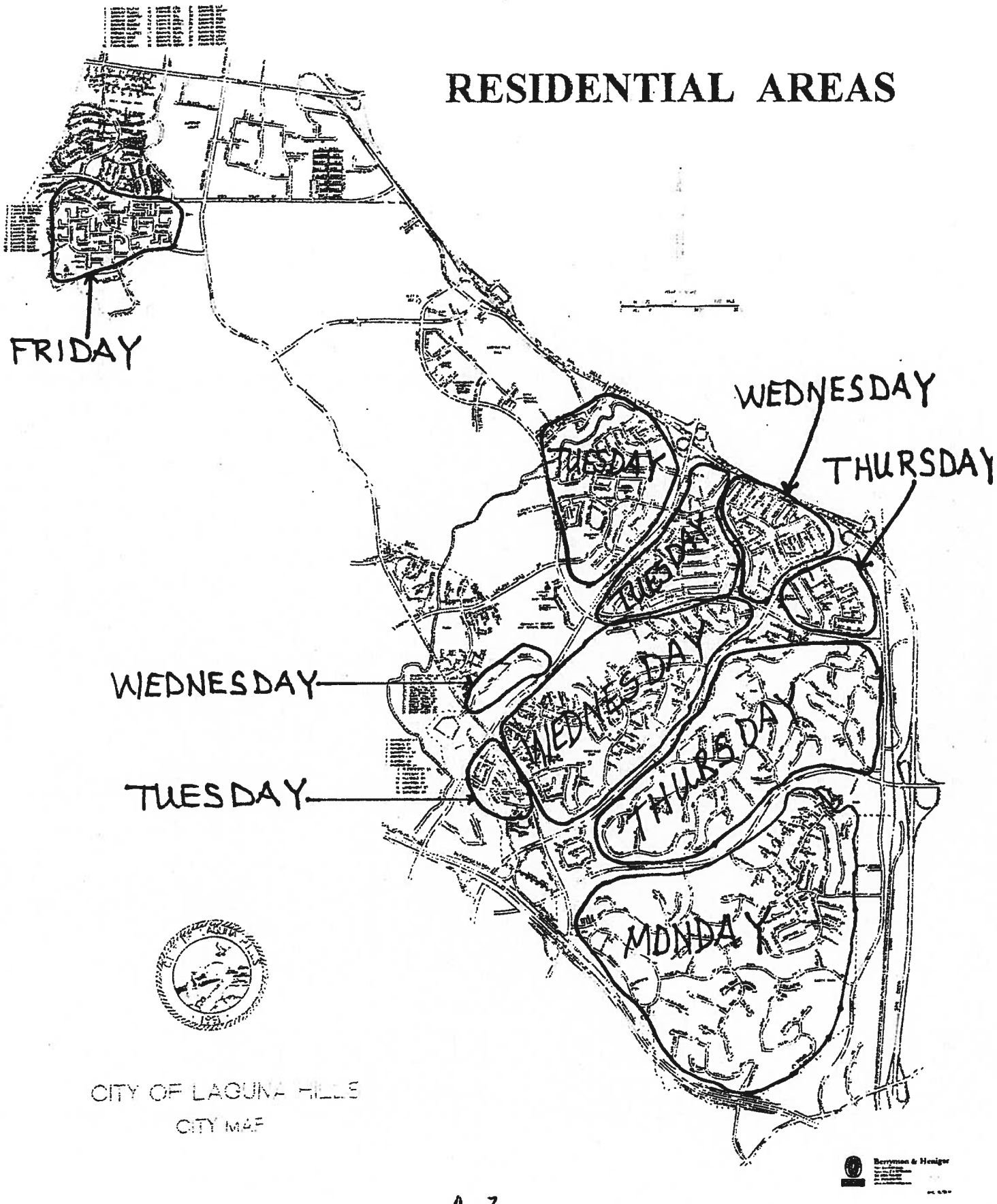
ARTERIAL STREETS



CITY OF LAGUNA HILLS
CITY MAP

A-2

RESIDENTIAL AREAS

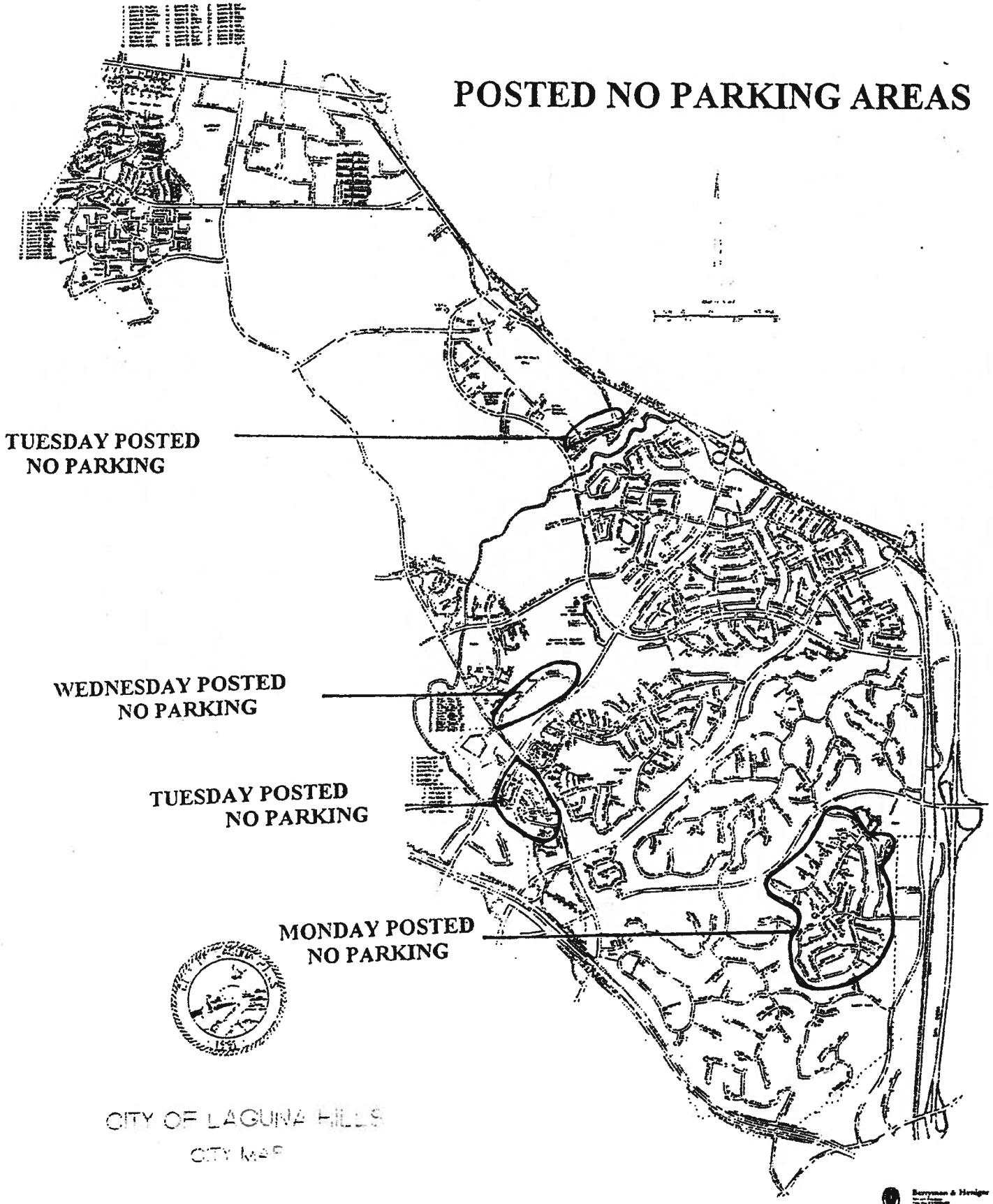


CITY OF LAGUNA HILLS
CITY MAP

Berryman & Henigar

A-3

POSTED NO PARKING AREAS



CITY OF LAGUNA HILLS

CITY MAP

BIKE TRAILS/SIDEWALK PATH

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

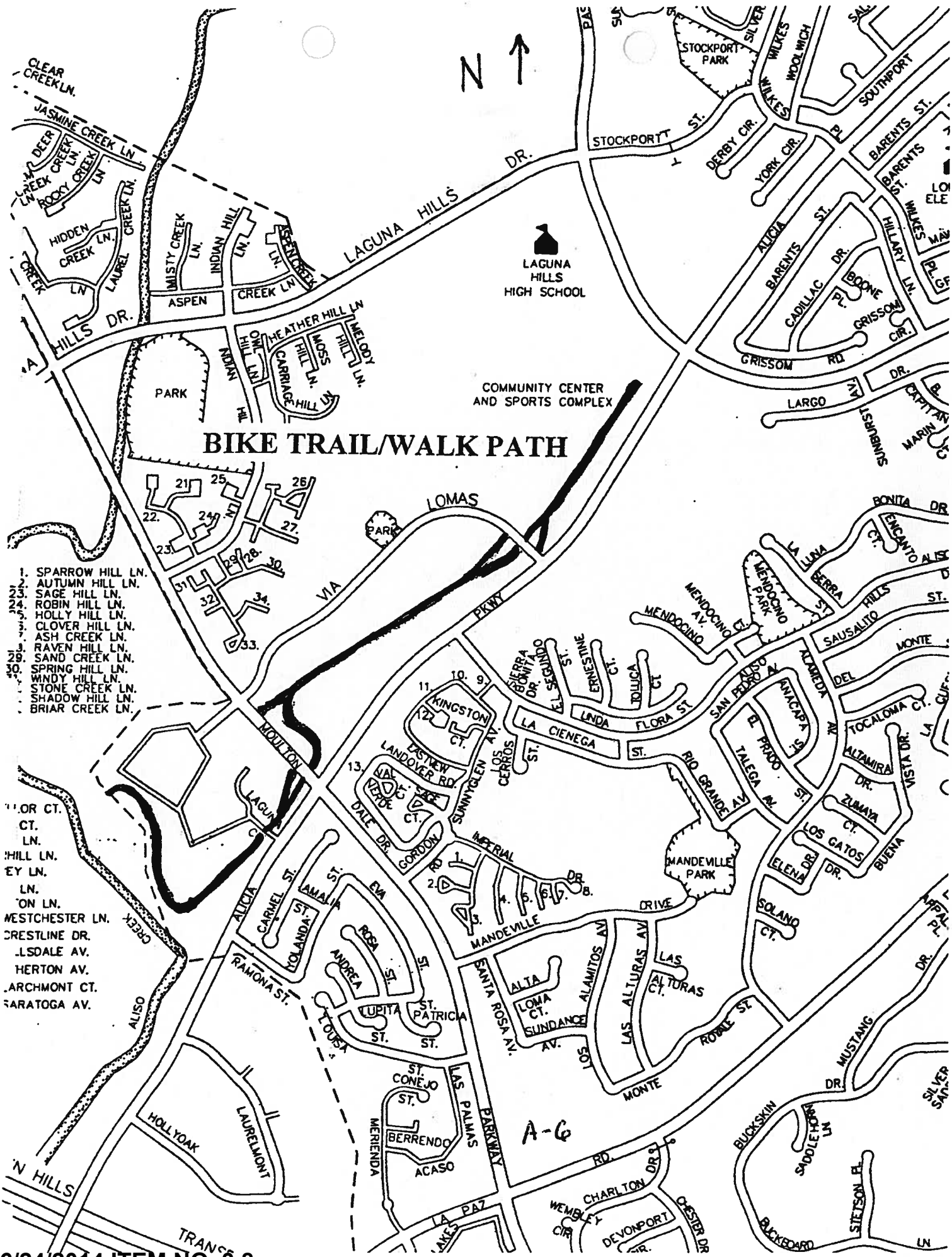
ALISOS CREEK TRAIL
Alicia Pkwy to Alisos Creek 1175 L.F.

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

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

OSO PKWY
Tombstone to Moulton Pkwy 8225 L.F.

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



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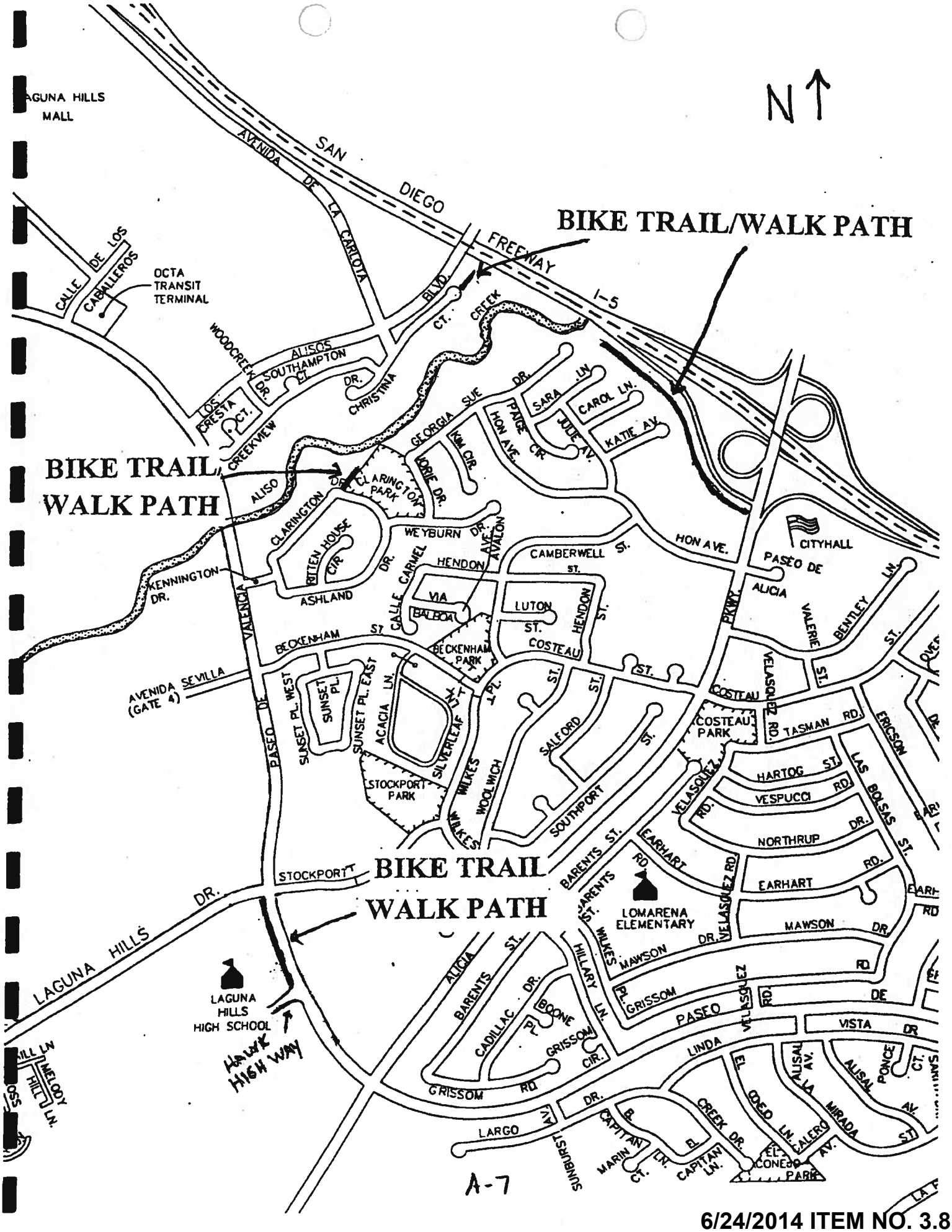
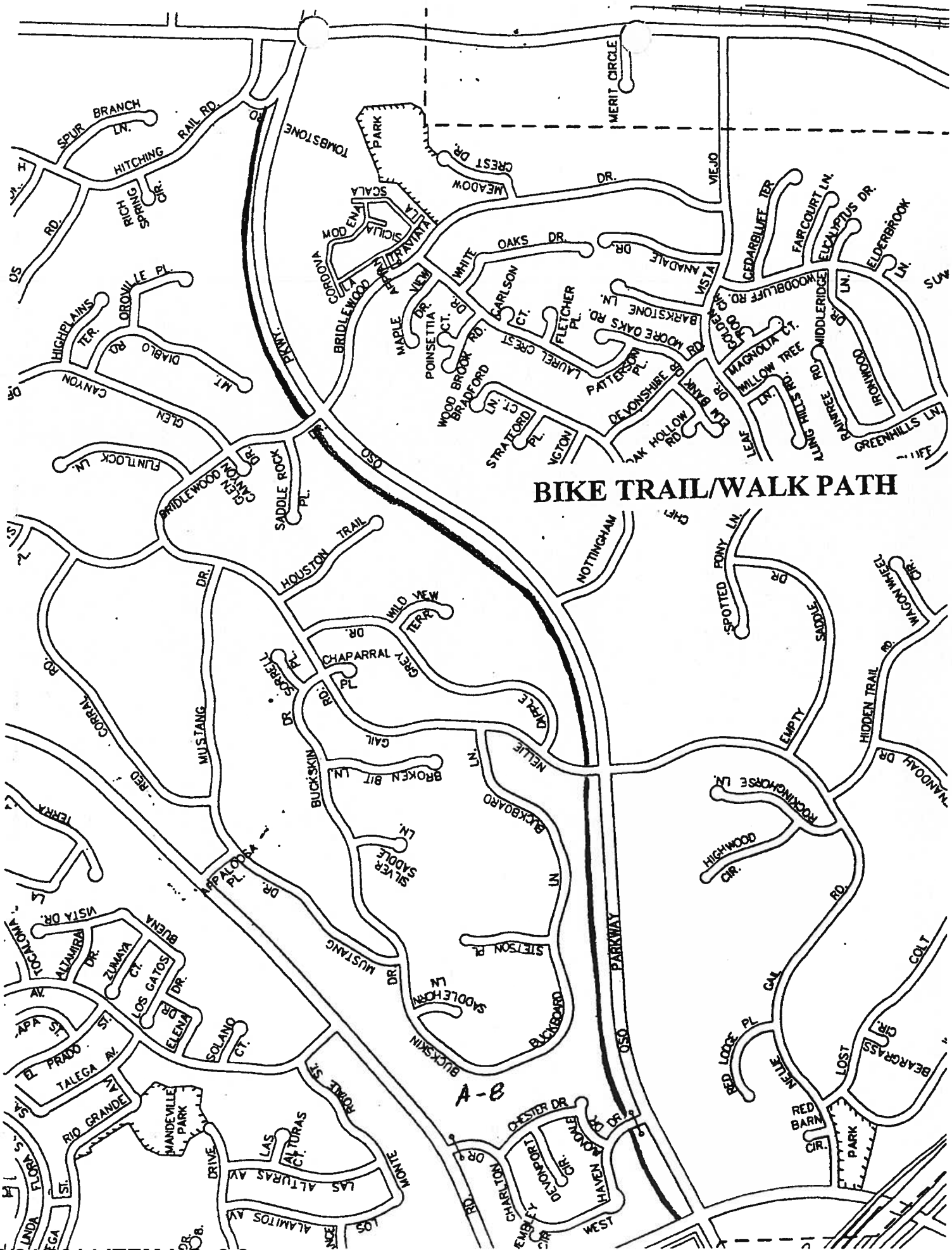

N
BIKE TRAIL/WALK PATH
BIKE TRAIL/ WALK PATH
BIKE TRAIL WALK PATH
LAGUNA HILLS MALL
AVENIDA DE LA CARLOTA
SAN DIEGO FREEWAY
I-5
CALLE DE LOS CABALLEROS
OCTA TRANSIT TERMINAL
BLVD.
CT.
CREEK
WOODCREEK DR.
ALISOS
SOUTHAMPTON CT.
DR.
CHRISTINA
LOS PRESTA CT.
CREEKVIEW
GEORGIA SUE DR.
SARA LN
CAROL LN.
PAIGE CIR
JUDE AV.
KATIE AV.
KIM CIR.
HON AVE.
ALISO
CLARINGTON DR.
CLARINGTON PARK
DORIE DR.
WEYBURN DR.
AVALON
CAMBERWELL ST.
HON AVE.
CITYHALL
PASEO DE ALICIA
BENTLEY LN.
VALERIE ST.
PKWY.
KITTEN HOUSE CIR
KENNINGTON DR.
ASHLAND
DR.
CARMEL
HENDON
VIA BALBOA
LUTON ST.
HENDON ST.
COSTEAU
VALENCIA
BECKENHAM ST
BECKENHAM PARK
CALLE
AVENIDA SEVILLA (GATE 4)
PASEO DE
SUNSET PL. WEST
SUNSET PL.
SUNSET PL. EAST
ACACIA LN.
SILVERLEAF LN.
J PL.
ST.
SALFORD
WILKES
WOOLWICH
STOCKPORT PARK
SOUTHPORT
COSTEAU PARK
RD.
TASMAN RD.
ERICSON
VELASQUEZ
HARTOG ST.
VESPUCCI RD.
LAS BOLSAS ST.
NORTHRUP DR.
EARHART RD.
BARENTS ST.
LOMARENA ELEMENTARY
MAWSON DR.
STOCKPORT
LAGUNA HILLS DR.
LAGUNA HILLS HIGH SCHOOL
HAWK HIGH WAY
ALICIA
HILLARY LN.
CADILLAC DR.
BOONE PL.
GRISSOM CIR.
GRISSOM RD
PASEO DE
VISTA DR.
LINDA
EL CODEO LN.
ALISAL AV.
LA MIRADA
PONCE CT.
CREEK DR.
LARGO AV.
SUNBURST
CAPITAN MARIN CT.
CAPITAN LN.
EL CONEJO PARK
MELODY HILL LN.
A-7


BIKE TRAIL/WALK PATH
A-8
MERIT CIRCLE
VIEJO DR.
MEADOW
CREST DR.
PARK
TOMBSTONE
SPUR BRANCH LN.
HITCHING RAIL RD.
RICH SPRING DR.
SCALA
SICILIA
MODENA
CORDOVA
LA TRAVIATA
BRIDLEWOOD
WHITE OAKS DR.
ANADALE DR.
VISTA
CEDARBLUFF TER.
FAIRCOURT LN.
ELDERBROOK LN.
WOODBLUFF RD.
CEDARWOOD DR.
MIDDLERIDGE RD.
IRONWOOD LN.
GREENHILLS LN.
LEAF
LUNG HILLS RD.
RANIREE
MAGNOLIA CT.
WILLOW TREE LN.
MAPLE DR.
POINSETTIA CT.
WOOD BROOK RD.
BRADFORD LN.
STRATFORD PL.
YGTON
CARLSON CT.
FLETCHER PL.
LAUREL CREST DR.
MOORE OAKS RD.
BARKSTONE LN.
PATTERSON PL.
DEVONSHIRE RD.
OAK HOLLOW RD.
ELM BANK DR.
HIGHPLAINS TER.
OROVILLE PL.
DIABLO RD.
MT.
CANYON
GLEN
FLINTLOCK LN.
BRIDLEWOOD CANYON DR.
SADDLE ROCK PL.
OSO
PKWY.
HOUSTON TRAIL
NOTTINGHAM
CHEF
SPOTTED PONY LN.
SADDLE DR.
WAGON WHEEL CIR.
HIDDEN TRAIL RD.
EMPTY SADDLE
NANOOAH DR.
ROCKINGHORSE LN.
HIGHWOOD CIR.
WILD VIEW TERR.
CHAPARRAL PL.
GREY EAGLE
SADDLE PL.
RD.
GAIL
DAPPLE
NELLE
BUCKSKIN LN.
BROKEN BIT LN.
BUCKBOARD LN.
SADDLE HORN LN.
SILVER SADDLE LN.
SIETSON PL.
MUSTANG DR.
CORRAL
RED
TERRA
APALOOSA PL.
DR.
VISTA DR.
BUENA
ALTAMIRA DR.
ZUMAYA CT.
LOS GATOS DR.
ELENA DR.
SOLANO CT.
EL PRADO ST.
TALEGA AV.
RIO GRANDE AV.
MANDEVILLE PARK
LAS ALTURAS DRIVE
LAS ALTURAS AV
ALAMITOS AV
ROMAR ST.
LINDA FLORA ST.
CHESTER DR.
CHARLTON RD.
DEVONPORT CIR.
HAVEN DR.
EMBREY CIR.
WEST
RED LODGE PL.
NELLE
GAIL
COLT
LOST
BEARGRASS CIR.
RED BARN CIR.
PARK

CITY OF LAGUNA HILLS

Sidewalk Cleaning Locations

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

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

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

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

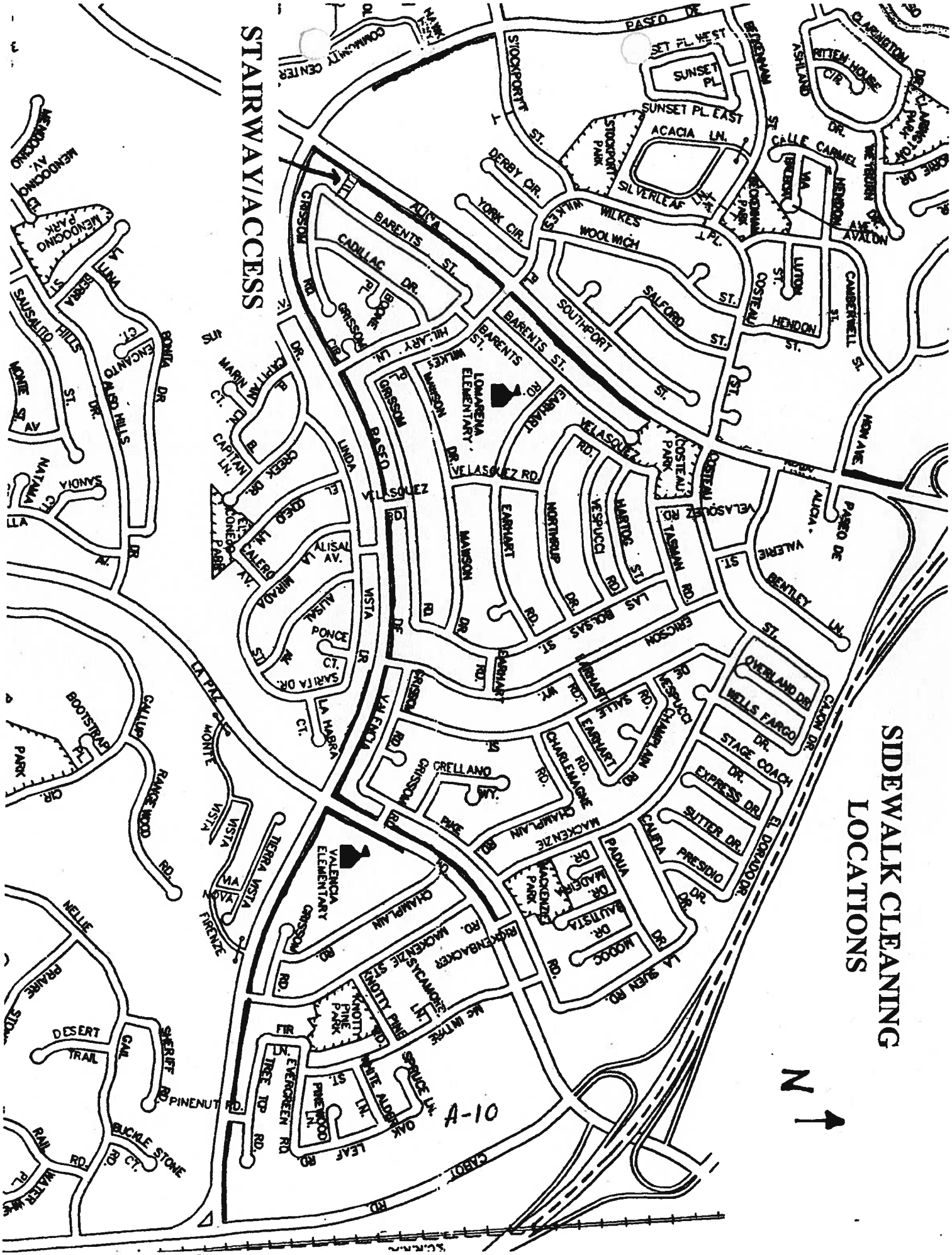
Los Alisos Blvd.
- Between Paseo de Valencia and Avenida de la Carlota Southside (1275 l. f.)

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

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

Paseo de Valencia
- Between Cabot Rd. and Alicia Pkwy Eastside (7334 l. f.)
- Between Ericson Way and La Paz Rd. Westside (768 l. f.)
- Start at 450 feet n/o Alicia Pkwy to Stockport Street (950 l. f.)

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



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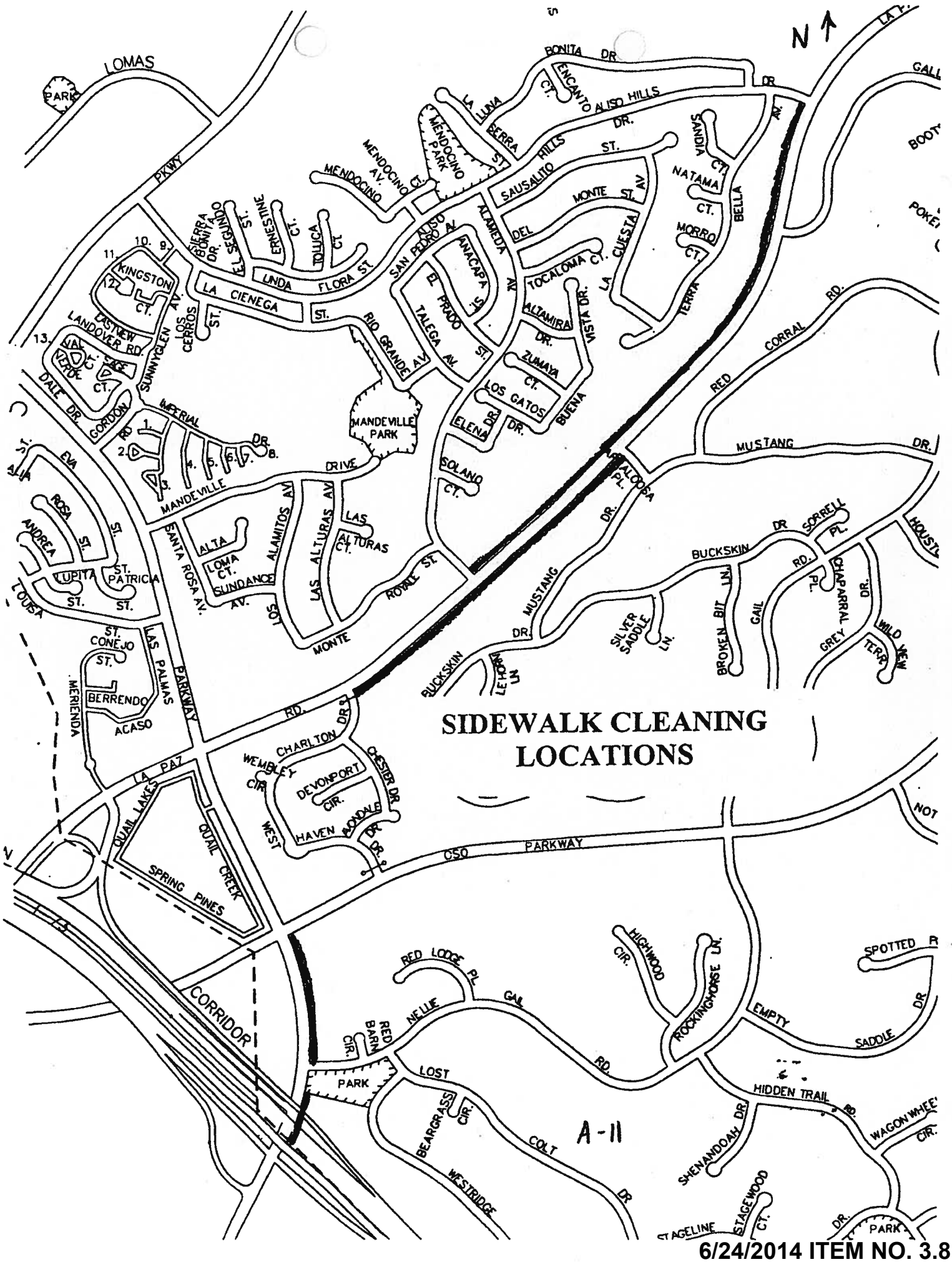
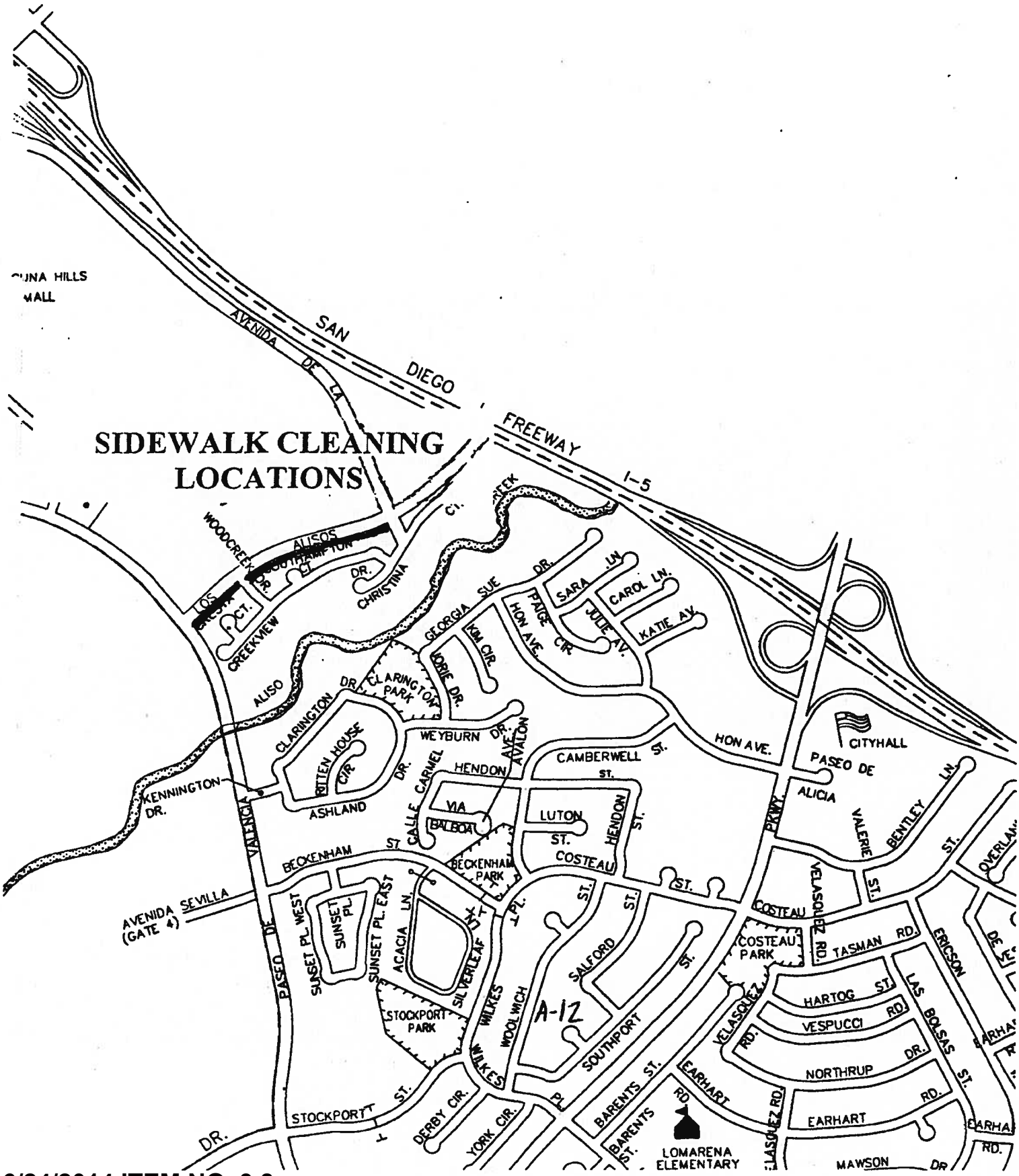

N
SIDEWALK CLEANING LOCATIONS
A-11
LOMAS
PARK
PKWY
BONITA DR
ENCANTO
ALISO HILLS DR
LA LUNA
SIERRA
MENDOCINO PARK
MENDOCINO AV.
MENDOCINO CT.
SAUSALITO
HILLS ST.
SANDIA CT.
NATAMA CT.
MONTE ST. AV
DEL
ALAMEDA
SAN PEDRO AV
ANACAPA ST.
EL PRADO
TALEGA AV.
TOCALOMA CT.
ALTAMIRA
VISTA DR.
LA CUESTA
MORRO CT.
TERRA
BELLA
ZUMAYA CT.
LOS GATOS
BUENA
ELENA DR.
DR.
SOLANO CT.
MANDEVILLE PARK
MANDEVILLE DRIVE
IMPERIAL RD.
DALE DR.
GORDON
SUNNYGLEN AV.
LOS CERROS ST.
LA CIENEGA ST.
LINDA FLORA ST.
RIO GRANDE AV
KINGSTON CT.
LANDOVER RD.
EASTVIEW
JERRY CT.
SAGE
EVA
ROSA ST.
ANDREA ST.
LUPITA ST.
PATRICIA ST.
LOUISA ST.
SANTA ROSA AV.
ALTA LOMA CT.
SUNDANCE AV.
ALAMITOS AV
LAS ALTURAS AV
LAS ALTURAS CT.
ROBLE ST.
LOS MONTE
CONEJO ST.
BERRENDO
ACASO
MERIENDA
LAS PALMAS
PARKWAY
LA PAZ
QUAIL LAKES
QUAIL CREEK
SPRING PINES
CORRIDOR
CHARLTON DR.
WEMBLEY CIR.
DEVONPORT CIR.
CHESTER DR.
WEST HAVEN
MONDALE DR.
CSO
PARKWAY
RED CORRAL RD.
MUSTANG DR.
ALOOSA PL.
BUCKSKIN DR.
SORRELL PL.
HOUSTY
CHAPARRAL RD.
PL.
DR.
GAIL
BROKEN BIT LN.
SILVER SADDLE LN.
MUSTANG DR.
BUCKSKIN
LEHORN
GREY TERR.
WILD VIEW
NOT
RED LODGE PL
NELLIE GAIL RD.
RED BARN CIR.
PARK
HIGHWOOD CIR.
ROCKINGHORSE LN.
SPOTTED R
EMPTY SADDLE DR
LOST
HIDDEN TRAIL RD.
WAGON WHEEL CIR.
BEARGRASS CIR.
COLT DR
WESTRIDGE
SHENANDOAH DR
STAGELINE
STAGEWOOD CT.
DR.
PARK

SIDEWALK CLEANING LOCATIONS



SIDEWALK CLEANING LOCATIONS

1. CAMINITO NICOSIA
2. CAMINITO PLUMAS
3. CAMINITO MANRESA
4. BASSANO WEST
5. CAMINITO DONOSO
6. CAMINITO OLIVIA
7. AVENIDA VALVERDE
8. BASSANO EAST
9. CAMINITO ORO
10. CAMINITO FLORES
11. CAMINITO AZUL
12. CAMINITO ALTO
13. CAMINITO SOL
14. CAMINITO ARBOL
15. CAMINITO MUNDO
16. CAMINITO LIBRE
17. CAMINITO CLARO
18. CAMINITO ROJO
19. CAMINITO CASA
20. CAMINITO VIENTO
21. CAMINITO LUZ
22. CAMINITO CALMA
23. CAMINITO RIO
24. CAMINITO POCO
25. CAMINITO MAR
26. CAMINITO BRISA
27. CAMINITO REGALO
28. CAMINITO LAGO
29. CAMINITO LINDA
30. CAMINITO PLATA

N

TESLA WAY
SCIENTIFIC WAY
IRVINE CENTER DR
RESEARCH DR
LAKE FOREST
TRITON WAY
GRANITE
VETERANS MEMORIAL PARK
CREEK
CAMINITO ESCOBEDO
CAMINITO ARROYO SECO
CAMINITO LA PAZ GRANDE
CAMINITO PACIFICO
CAMINITO COSTA
MUNICIPAL COURT
TERRA DR.
LA CADENA DR.
EL LAGO
PACIFICO DR.
VERDUGO
ALCALDE DEL
MOULTON PARKWAY
CAMINITO LAURELES
CAMINITO MESCALERO
CAMINITO ZARAGOZA
CAMINITO TASQUILLO
CAMINITO LOS POCITOS
SANTA
RIDGE ROUTE
CAMINITO LISTO
CAMINITO TELMO
CAMINITO LAZARO
CAMINITO JUANICO
CAMINITO SALADO BASILIO
MILL CREEK DR.
AVENIDA COSTANERO
CAMINITO AMOR VINO
CAMINITO TIBURON
SAN REMO DR.
RIDGE ROUTE
CAMINITO PETATLAN
CAMINITO COZUMEL
CAMINITO PARTIDA
AVE TESORERO
AVE ARBOLADO
CAMINITO MADERA
CAMINITO SUR
CAMINITO NORTE
CAMINITO VALLE
CAMINITO PIEDRA
CAMINITO VADO
CAMINITO CRUZ
CAMINITO AZUCAR
VITTORIA
LIPARI
TERAMO
BIANCO
TERNI
SORESINA
MESSINA
MARSALA
PADOVA
ADAMO
COLONNA
SAVONA
PESARO
LOMBARDI
BARBERA
TORINO
TARANTO
VENISIA
MONTOVA
MILANO
TREVISO
ANCONA
SAN REMO PARK
VERONA
CREMONA
CATANIA
PALERMO
NAPOLI
GENOVA
SAN DONA
GENOVA
RIMINI AVE.
GRAVINO
MODINA
FORMELLO
SANTA VITTORIA PARK
SAN JOAQUIN ELEM.
SANTA MARIA
WILLOWS DR.
VISTA
DMV
MOULTON

A-13

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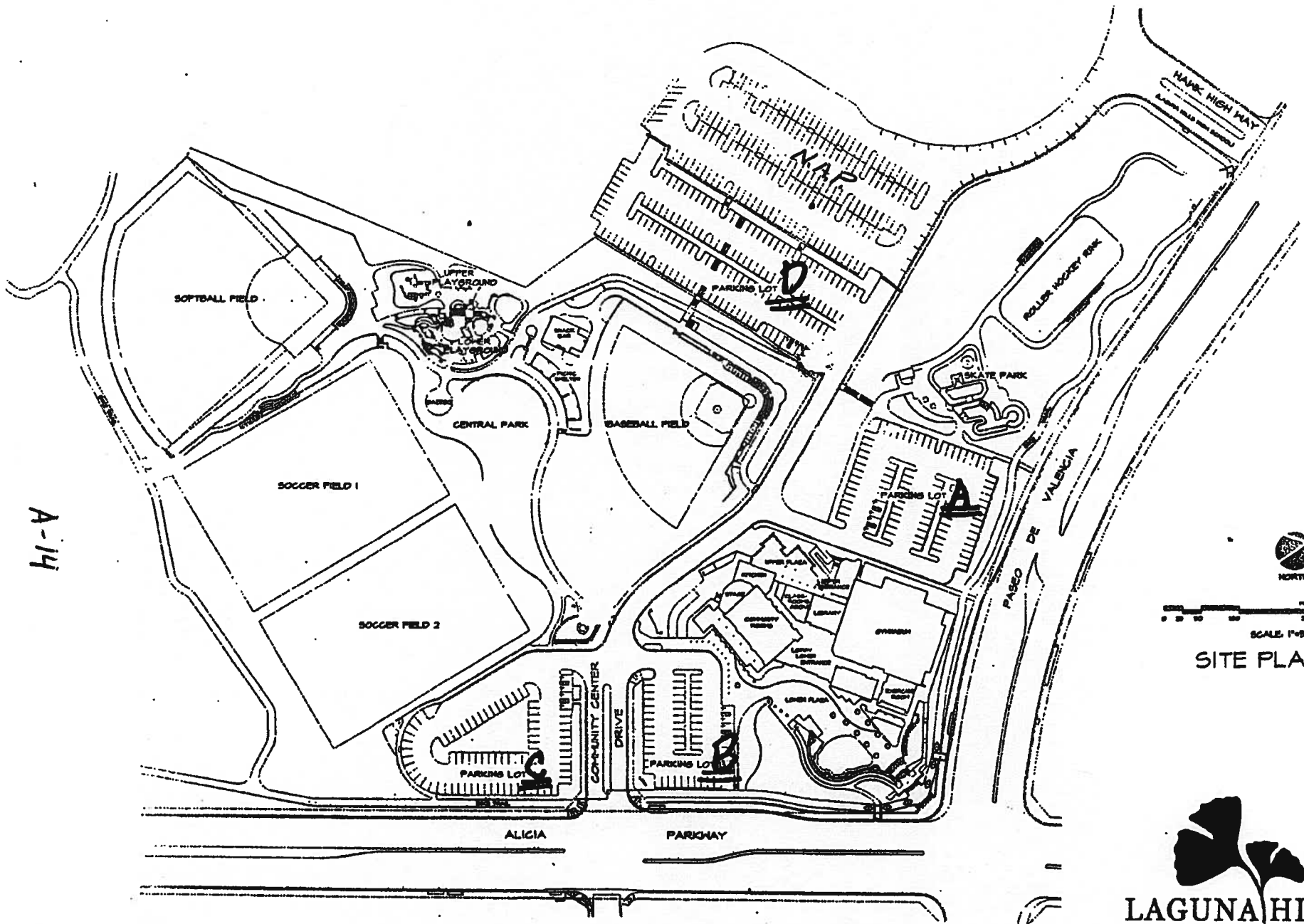
A-14

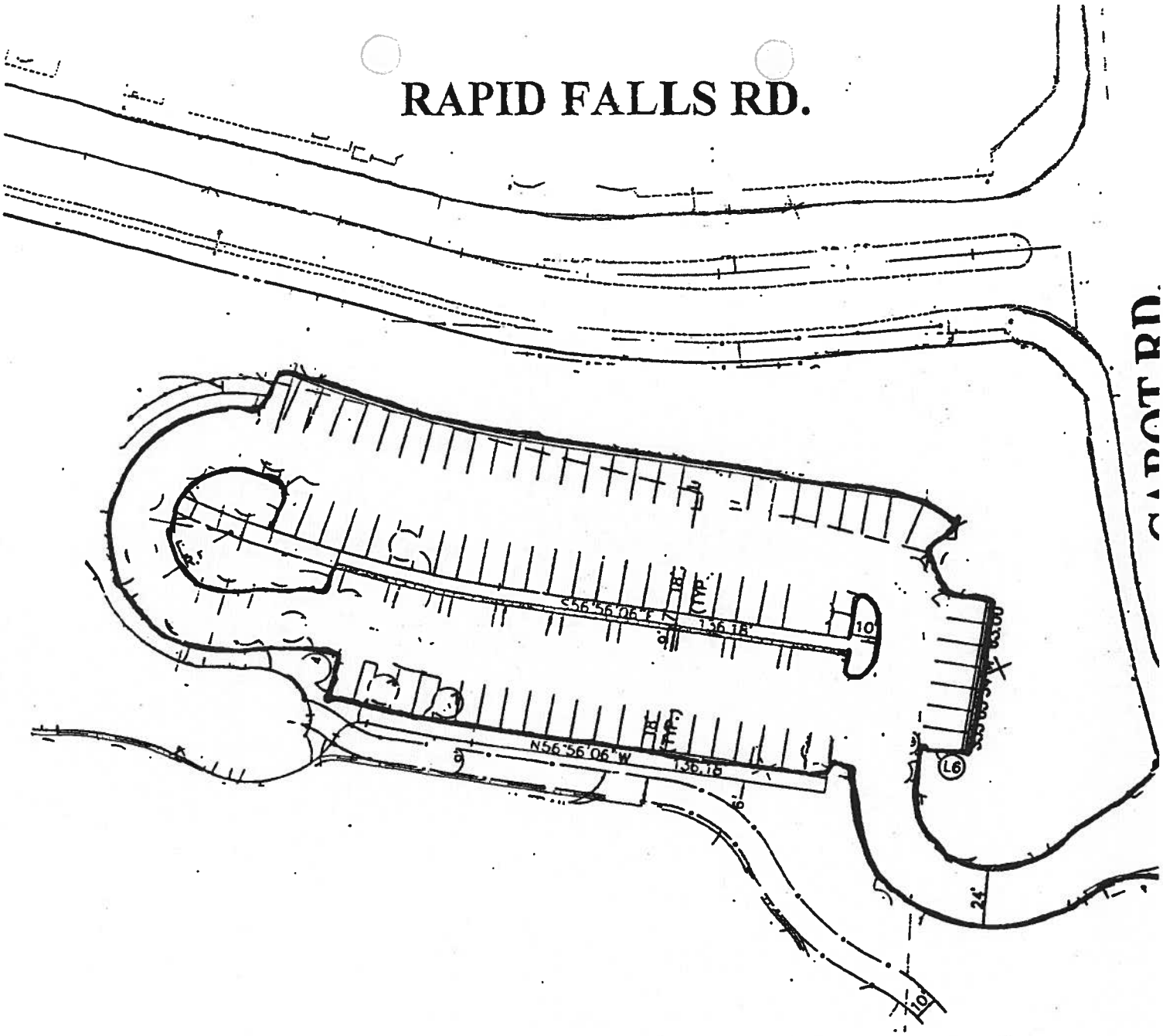


SITE PLAN

LAGUNA HILLS
COMMUNITY CENTER & SPORTS COMPLEX

DVD David Volz Design
Landscape Architecture + Park Planning

COMMUNITY CENTER PARKING LOTS



CABOT PARK
PARKING LOT

A-15

EXHIBIT "B"

CONTRACTOR'S PROPOSAL
DATED JUNE 11, 2008

[Attached]

6/24/2014 ITEM NO. 3.8

Setting the Standard
Since 1967

Letter of Transmittal

June 11, 2008

Mr. Kenneth H. Rosenfield, P.E.
Direction of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Request for Proposal—Street Sweeping Services (2008-2013)

Dear Mr. Rosenfield:

It is my pleasure to present the City of Laguna Hills with a proposal from Jonset Corporation dba Sunset Property Services, a California corporation for the Street Sweeping contract of 2008-2013. Sunset would be able to meet all bond requirements as set forth in this RFP.

As a local vendor for the past 30 years, located in Irvine and sweeping contractor for Mission Viejo, Lake Forest, Irvine and Rancho Santa Margarita, Sunset offers an understanding of the scope of work to be performed. We have participated in the bid process with Laguna Hills on many occasions, allowing Sunset to offer a complete understanding and solution to the City's sweeping needs. The learning curve—which translates into time and money—is almost nonexistent. The motivation and enthusiasm our staff offers for this contract would be provided at all times. We feel we are the most qualified contractor to perform the services requested based on the following information provided in our response to this RFP.

We have read, understand and are ready to execute the Street Sweeping Services Contract Agreement should we be chosen as the qualified bidder. Thank you for the invitation to participate in the Request for Proposal process. We look forward to the opportunity to work with the City of Laguna Hills.

Sincerely,

John D. Howhannesian
President

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

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IX. Fee Proposal (see separate *Appendix B-Cost Proposal Form*)

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Summary Sheet/Firm Organization

Business History

Sunset Property Services is a multi-faceted firm that specializes in providing maintenance services to a comprehensive range of municipalities and investment properties in Southern California. Headquartered in Irvine, Sunset has provided support and assistance to its clients since 1967 and is an acknowledged leader in the property maintenance industry.

Location

Sunset is a local corporation, headquartered in Irvine for 30 years. The corporate office and fleet facility is conveniently located between the 5 and 405 Freeways, making South County service optimal and travel time low.

Main Office/Corporate Headquarters:
16251 Construction Circle West
Irvine, CA 92606

Range of Services

Sunset offers a wide range of supportive services in addition to its specialty of municipal street sweeping. As requested, below please find a summation of the company's service range which would meet the requirements as set forth in this RFP:

- **PARKING LOT SWEEPING:** All Sunset sweepers are state-of-the-art TYMCO 210s that feature regenerative air systems and water enhanced dust suppression systems.
- **PRESSURE WASHING:** Anything from auto collision sites to oil and rust stains marks to gum and food stains. Process uses both hot and cold water system with variable pressure. We also reclaim used water and chemical to prevent contamination of storm drains systems.
- **SEALING:** Environmentally safe, water-based concrete sealers. Approved by the Air Quality Management District.
- **HYDROWASHING:** Wash down using low pressure ¾" to 1 ½ " hose or water trucks. All water used is reclaimed.
- **CUSTODIAL/JANITORIAL/DAY PORTER:** Interior office maintenance, window washing, changing liners, hand sweeping, vacuuming, floor finish for resilient tile, terrazzo/marble and carpet extraction.
- **HAULING:** Those items that are too bulky for a sweeper to manage can be easily removed for your convenience. Removal of items such as furniture, tree limbs, trash, etc. can be scheduled on a contract or on-call basis.
- **RD 2000 ABSORBENT:** A biodegradable material used to lift oil spills and stains from concrete or asphalt without water. A low-cost alternative to pressure washing. It provides an immediate recovery of oil and can reduce the chance of compromised safety on the roadways or pedestrian sidewalks. Scheduled preventative maintenance can reduce costs and increase aesthetics. One-time, on-call services also available.
- **AWNING CLEANING:** From manually scrubbing to pressure washing all types of awnings. A protective treatment can also be applied to extend the life of the awning.
- **GRAFFITI REMOVAL:** 24-hour service could include using pressure washers, sandblasting and/or chemicals for speedy, thorough removal.
- **SPECIAL EVENTS:** All pre, during and post-event maintenance services---including (but not limited to) custodial, sweeping, pressure washing, hydrowashing and logistics consultation.
- **CONSTRUCTION SITE CLEAN-UP:** Provide interior and exterior services during all phases of construction. The convenience of making one call to schedule multiple services (see above) allows for more efficient planning and managing of logistics.

Personnel Assigned to Project

John D. Howhannesian, *President*: John is one of the founding members of this family-owned and operated business. Since 1967, he has been developing and expanding the scope of Sunset's business and service expertise. He brings intimate knowledge of the industry, a hands-on approach to solving challenges and futuristic technological ideas that can continue to positively impact the property maintenance industry. John is also an entrepreneurial pioneer, introducing the concept of alternative fuel to TYMCO for street sweepers and then following through to employ that new technology in 1993 at Sunset.

Debbie Kaye, *Operations Manager*: Debbie has served Sunset since 1997 in a variety of administrative and project-based capacities. Since March 1999, Debbie has led the Operations Department in maintaining and managing all client contracts with an intensive concentration on municipal contracts. With an M.A. in Health & Safety/OSHA Law, she provides a tremendous understanding of Operation safety and challenges and strives to meet the needs of clients without limit. She directly interfaces with all contracted-City staff and residents and continues to ensure municipal client and resident satisfaction.

Rick DeAnda, *Assistant Operations Manager-Field Crew*: Rick brings a gamut of experience and perspective to the table for this contract. He joined Sunset 22 years ago and has participated in all aspects of the business, from driving a sweeper to hiring crews to estimating municipal contracts and commercial accounts. Having actually participated in all aspects of Operations, Rick offers an efficient and veteran outlook on Operation challenges including managing personnel, coordinating resources and maximizing both for the benefit of Sunset clients.

Carmen Howhannesian, *Quality Control*: Carmen is a dedicated, family-founding member of the business. Since 1967, Carmen has honed her skills as an observer and plays a vital role in Sunset's ability to self-monitor quality of service, degree of performance and possible equipment and/or personnel obstacles. Due to Carmen's fixed quality control schedule, Sunset is able to anticipate and address many client concerns before they even come to the attention of the client. She is key to Sunset's pro-active approach to service.

-- **NOTE: *Personnel information is proprietary and confidential.***

Personnel Authorized to Make Representations

John D. Howhannesian, President
16251 Construction Circle West
Irvine, CA 92606
(949) 551-5151

Debbie Kaye, Operations Manager
16251 Construction Circle West
Irvine, CA 92606
(949) 551-5151

Minority Business Enterprise (MBE) Certification: Sunset has held an MBE Certification since 2001. To verify our current status, please feel free to call the Southern California Regional Purchasing Council at (213) 689-6960.

Conceptual Plan/Allocation of Resources

Our company's approach to servicing this contract is simple and straightforward. With veteran vendor experience as our strong suit, Sunset proposes to accomplish the following objectives to support the goals of the 2008-2013 street-sweeping contract:

- ***Support the City in all aspects of its environmental goals and government compliance.*** Sunset brings already compliant equipment to the contract, with other state-of-the-art features which further reduce emissions, dust and water use above and beyond what the AQMD requires. Alternative fuel (compressed natural gas in the case of Sunset) is part of our business philosophy and an important part of our business systems since 1993. Sunset will also strive to look for even more opportunities to assist the City in meeting and exceeding the requirements of the Clean Water Act.

- ***Reduce the amount of time and effort City staff has to spend managing aspects of the contract.*** If the staff's time is not maximized, rather *minimized*, through the employment of any vendor, then the relationship is beneficial to the City. The fact that there is a nominal contract learning curve associated with Sunset's participation in the contract service is a time savings from the start. This directly contributes to resident satisfaction and reduced staff frustration.

- ***Maintain a high level of resident satisfaction.*** The company's dedicated Quality Control schedule and personnel will be an important tool in accomplishing resident satisfaction. Our drivers take great pride in ensuring every street, bike path and sidewalk included in this RFP meets the cleanliness the City and residents expect.

- ***Maintain an extremely high level of responsiveness.*** Because of Sunset's local corporate residence, 80+ crews and supervisors who are available 24/7/365 and optimal proximity to the City, Sunset continues to reduce response time to many aspects of contract sweeping such as emergency sweeps, special sweeps and even resident concerns. The sooner a vendor is able to resolve an issue, the less time, money and effort is expended by City staff.

- ***Look for new opportunities to make service better and challenges minimal.*** Status quo is not a condition Sunset accepts or promotes. Sunset looks for opportunities to improve and maximize efficiency daily. Whether in recordkeeping, reporting methods, staff communications or resident relations, there are always ways to support and perpetuate good business practices. To ensure further efficiencies within the Sunset organization, we maintain a current *Best Management Practices* as a reference guide for all employees and update it as needed.

Scope of Work/Allocation of Resources

Sunset's ability to meet and exceed the needs and provisions of the 2008-2013 contract is excellent. As requested, please find a summation by line item of the Scope of Work, Exhibit A:

Section A:
The objectives of the contract are clear to Sunset Property Services and within the scope of our experience and understanding as the current vendor of record. Sunset has regularly provided all necessary information for the yearly NPDES reports submitted by the City and know the expectations of the NPDES for street cleanliness as well as the specifications of the Clean Water Act.

Section B:
Definition of Terms: The definitions of terms for this contract are clear to Sunset Property Services and within the scope of our experience and understanding as the current vendor of record. There are two clarifications to highlight within the context of term definition:

Curb Mile is defined as 5,280 feet, by length, of street (curb to curb). Sunset would like to further underscore its understanding of "curb-to-curb" in this context refers to the starting point of a street curbline to the linear ending point of the curbline mile. This curb-to-curb reference differs from other curb-to-curb references within the scope of work which Sunset understands to be a representation of the *width* of a street from curb-to-curb. An example of this definition is the specifications for how the parking lots are currently swept—curb-to-curb, for the width of the lot.

Sunset has always been able to adjust the ***Routine/Scheduled Sweeping*** due to their routing and scheduling procedures. Because of these procedures, it has allowed us to be flexible when there are any changes due to additions/deletions of streets, waste hauling routes and holidays. Additionally, with Sunset's diverse fleet of sweepers, we are able to detail parking lots and bike paths with sweepers with a gross vehicle weight (GVW) of 12,000 to 14,000. Not only is this size sweeper better for detailing, but it also does not create any damage to asphalt as it sweeps the entire area.

The definition of an ***Emergency Sweep*** allows for Sunset to honor the response specifications based on close proximity to the City. Sunset's Operations Department can be reached at anytime day or night.

If the City contacts Sunset with a resident concern, we can immediately contact our drivers and if needed, a ***Resweep*** can be provided before the end of the day or first thing in the morning, depending on the time when the call is received from the City to Sunset.

Section C

1. **Sweeping Practices and Standards of Performance**
   a) ***Areas of Street***: Sunset is intimately familiar with the special inclusions of medians, turn pockets, intersections and dead spots.

b) ***Flow of Traffic***: Sunset prides itself on overall safety practices. Sunset drivers adhere to all traffic laws and are instructed to never reverse vehicles while engaged in sweeping. Instead, our drivers make the extra effort in the name of safety of repositioning vehicles for second passes, if necessary.

c) ***Water***: Sunset street sweepers employ water as part of the overall high quality sweep we provide. An added benefit of the TYMCO sweeper is the decreased reliance on large amounts of water—a precious resource in Southern California--in the dust-suppression system. The water is utilized to suppress dust in three different vacuum-assisted areas—both externally and internally. Our sweepers use a misting action versus a large unconcentrated stream of water. Less water is used to capture more dust. By contrast, the typical broom-type sweeper must rely on large amounts of water to suppress the dust unable to be removed from the road surface. This fundamental difference allows the TYMCO sweeper to consume less water and to sweep without leaving any residue or a painted effect, commonly referred to as a "snail trail."

d) ***Warning Devices***: Sunset contract sweepers feature top-mounted warning lights visible for 360 degrees, a rear-mounted directional arrow stick, working lights and all other traffic safety lights required by law. Our sweepers also employ an audio warning system that engages on the rare occasion the sweeper needs to reverse.

e) ***Sweeping Speed***: Sunset drivers are trained to use low speeds for optimum results. To sweep at a higher speed would compromise the quality of the job and is an inefficient use of time, fuel and effort. As part of our on-going quality control efforts, drivers are randomly observed for a variety of concerns including speed. Sunset has and continues to honor the 8 mph speed limit.

Additionally, all Sunset drivers are enrolled in the DMV Employer Pull Notice Program. Prior to hiring, each driver provides a current driving record to Sunset from the DMV and our insurance carrier runs an additional check on each new driver. Should the driver be cited, fined or jailed for traffic infractions, Sunset management is automatically informed via this program and appropriate action to suspend driving activity can take place. Similarly, drivers with work-related incidents are reprimanded, retrained and/or terminated based on the severity of the infraction.

f) ***Extra Effort***: The extra mile is a road often traveled by Sunset crews. We constantly make provisions to scrutinize areas we have serviced. Drivers are instructed to initiate additional passes if the first pass did not achieve a high level of cleanliness. Drivers also carry additional standard equipment to deal with extra effort jobs such as hand-brooms and shovels.

g) ***Obstructions***: Community safety is part and parcel of Sunset's standard operating procedures. Drivers report large obstructions to Sunset immediately; we record the debris and/or circumstances and relay it immediately to City staff. Sunset's performance and adherence to schedules is so predictable, that residents are able to anticipate and react to the sweeping schedule by moving their cars parked in the curbline. This has proven a very positive partnership with residents who can now actively participate in keeping their community clean by removing cars, cans and other obstructions on their known sweeping days.

h) ***Level of Cleanliness***: In addition to all of the physical sweeper equipment features (mentioned later in the equipment specifications) and overall general effort Sunset

applies to its street sweeping practices, the company self-monitors through an aggressive Quality Control program. Drivers are trained to make safe second passes when a first pass has not met Sunset standards. Any areas that are especially challenging are visited by Operation personnel to determine extra steps that may need to be taken.

i) ***Notification of Non-Sweeping***: On the very rare occasions when we are not able to complete regularly scheduled sweeping, our protocol is to immediately inform City staff and fax a map of the section not completed along with details of the anticipated completion. We deploy whatever personnel and vehicle resources are necessary to complete the job by the next business morning.

j) ***Quality of Sweeping***: Regular and random quality checks are currently employed with all of our existing City contracts. Also, because we maintain Quality Control schedules with other commercial accounts within the City's limits, we maintain a very constant presence that supports regular reporting of positive and negative influences on cleanliness. Our fleet is diversified in size and the use of smaller sweepers in some areas has proven to be key in providing the highest quality of sweeping in areas that are inaccessible to municipal size sweepers.

Section D

1. ***Equipment Requirements***: Sunset has and will continue to provide two primary sweepers and one back-up sweeper to perform the scope of work. In addition, Sunset offers other, smaller size vehicles for exceptional areas and sweeping of public parking lots and bike paths. We proudly sweep with TYMCO vehicles that feature a patented regenerative air system. The regenerative air system greatly reduces the noise and dust associated with other sweepers and recirculates the air rather than expelling the dust and particulates into the environment.
2. ***Alternative Fuel Equipment***: Compressed natural gas is Sunset's alternative fuel of choice. Our TYMCO 600 sweepers burn this no-emission fuel currently within the Cities of Lake Forest, Mission Viejo, Rancho Santa Margarita and Irvine. The technology to use alternative fuels in sweepers has been available since 1993 and Sunset has employed it right from the start. Even though AQMD standards require the use of alternative fuel in municipal contracts, Sunset has offered it to South County municipal and commercial markets since 1993 as part of our Earth-first business approach and commitment to promote healthy communities…not just to satisfy a contract or government regulation.

   Additionally, our staff regularly attends special workshops to become informed about requirements, standards and new technologies that benefit the environment. Sunset can provide all required certifications, registrations and literature to support equipment features and standards. We have also received proclamations and awards from the Federal, State and civic levels, that all recognize our "environment first" philosophy.
3. ***Equipment Identification***: A clean, crisp image is an essential element of the property maintenance industry as well as being important for the community's image of municipal services. Therefore, Sunset's maintenance program includes daily cleaning of vehicles and equipment. All safety features are in place and municipal sweeping identification meets City standards.
4. ***Type and Capacity***: Sunset's current municipal fleet meets all standards set forth. The broom-assist head (BAH) is also another feature of the vacuum-type regenerative

sweeping process. As mentioned before, all safety features such as hopper and cab-mounted beacons and traffic arrow sticks can be found on all of our company sweepers. Drivers wear orange vests for safety and are equipped with two-way radios for direct office contact at any time day or night.

5. ***Maintenance***: In accordance with an extensive preventative maintenance program, all sweepers and fleet service vehicles are maintained by Sunset's mechanics who were trained by the manufacturer. This program is designed to minimize vehicle and equipment downtime and maximize the sweeper's efficiency, safety and reliability. The maintenance facility is located on site in Irvine.

Section E

1. ***Scheduling Requirements***: Always computerized, routing systems are put in place from the onset of the contract with the City. Recently, Sunset made a major investment in upgrading its computerized routing system to optimize personnel, resources and time. Residents have consistently come to expect and rely on the dependability of Sunset's schedules.
2. ***Hours and Days***: Sunset will honor the required sweeping schedule for arterial and residential streets, bike paths and open parking lots. We are familiar with billing procedures for Saturday sweeping and understand how observed holidays—by both the City and waste disposal company—impact the community. In most cases our response time to all conditions ranges between 35-40 minutes, well under the expected time parameters set by this Request for Proposal as well as most non-scheduled sweeping circumstances.
3. ***Holiday and Inclement Weather***: Sunset will seek the approval of the appropriate City staff for canceling sweeping due to inclement weather. The stand-by period and make-up protocol has been incorporated into our own standard operating procedures.

Section F

1. ***Disposal of Debris and Temporary Transfer Sites***: Sunset is prepared to provide regular monthly reports of tonnage dumped as a result of sweeping arterial and residential streets. This information has become very important in understanding the costs associated with performing the work, as well as a good indicator of seasonal trends, especially for reporting to NPDES. Sunset will dump at legally licensed Material Recovery Facility. Sunset has utilized a green waste site for several years which mirrors our environmental philosophy.

Section G

1. ***Inspections and Handling Deficiencies***: Sunset will welcome any inspection request by City staff. As mentioned previously, Sunset employs its own, self-monitoring quality control schedule in support of identifying and remedying any deficiencies. Regular meeting schedules are encouraged and Sunset's goal is to handle deficiency requests the same day notification is received when possible.
2. ***Complaints***: Sunset will document all complaints (and praise calls) in its phone activity logs. Although not required, these logs can be faxed to City staff on a weekly basis for cross-referencing with the City's own records. Resident relations are very important to Sunset and all phone personnel are trained to document calls, initiate crew response and inform City personnel immediately with the steps being taken to resolve the issue. In addition to fielding calls and providing solutions, Sunset's staff delves

deeper into problems, hoping to offer identification of cause and effect and to develop strategies to prevent duplicate complaints.

3. ***Failure to Perform***: Sunset will maintain a record that is free of documented "failures" as part of its commitment to performance and quality standards.
4. ***Default***: Sunset will maintain a record of client histories that are free of defaults. to conduct business lawfully in Rancho Santa Margarita.
5. ***Public Convenience and Access***: Safety is paramount to Sunset's approach in servicing communities and protecting its employees from harm. Our crews are trained to adhere to the Work Area Traffic Control Handbook standards prepared by the Uniform Practices & Utility Coordination Committee of the American Public Works Association.
6. ***Traffic Counters:*** Our drivers are very familiar with traffic counters and are aware of the importance to bypass them at all times in order to evade damage.

Section H

1. ***Changes***: Sunset will manage any changes in the scope of specifications or route schedules the City deems necessary.
2. ***Additions/Deletions in Mileage***: Sunset will manage any additions or deletions in contract mileage.

Section I

1. ***Communications***: Sunset continues to upgrade its two-way radio system to increase efficiency and take advantage of new technologies in communications. Each vehicle is equipped with a two-way digital radio. Crews have direct communication with supervisorial staff and can report and receive a variety of important messages throughout the day and after hours. The contact staff are as follows in order of attempt/back-up support:
    - Assistant Operations Manager-Field Crew
    - Operations Manager
    - President

Section J

Compensation: Sunset will follow the procedures for recording and invoicing work performed within this contract. We have developed an acceptable invoice format and remain flexible to any detail the City may require to track and substantiate payment.

References

CURRENT

1. **CITY OF LAKE FOREST**, Bob Woodings, 25550 Commercenter Drive, Suite 100, Lake Forest, CA 92630, (949) 461-3480. 1993-

2. **CITY OF MISSION VIEJO**, Keith Rattay, 27204 La Paz Road, Mission Viejo, CA 92691, (949) 470-3000. 1994-

3. **CITY OF RANCHO SANTA MARGARITA**, Bob Cartwright, 22112 El Paseo Rancho Santa Margarita, CA 92688-2824, (949) 635-1800. 2006-

4. **CITY OF IRVINE**, Joe Dillman, 6427 Oak Canyon Drive, Irvine, CA 92618. (949) 724-7696. 1995-

PRIOR

1. **CITY OF SAN JUAN CAPISTRANO**, Jack Galaviz, 32400 Paseo Adelanto, San Juan Capistrano, CA 92675, (949) 493-1171.

2. **COUNTY OF ORANGE—Unincorporated Areas**, Bob Witting, 10852 Douglass Road, Anaheim, CA 92806, (714)567-6253.

3. **COUNTY OF ORANGE—Bike Trails**, Art Romero, 10852 Douglass Road, Anaheim, CA 92806, (714) 567-6225.

Equipment Information

RESIDENTIAL AND ARTERIAL SWEEPING:

2004	TYMCO 600 with Freightliner FL70 cab Compressed Natural Gas Powered
2004	TYMCO 600 with Freightliner FL70 cab Compressed Natural Gas Powered
2004	TYMCO 600 with Freightliner FL70 cab Compressed Natural Gas Powered
1994	TYMCO 600 with Kodiak cab Compressed Natural Gas Powered

****PARKING LOT AND ALLEY SWEEPING:***

2003	TYMCO 210 with Isuzu W-4 NPR cabover with side gutter brooms
2003	TYMCO 210 with Isuzu W-4 NPR cabover with side gutter brooms
2004	TYMCO 210 with Ford F350 cab

**These sweepers are far more effective for parking lots and bike paths because of their size.

Safety Record

Sunset maintains a very clean safety record with no reported incidents in any City that we have and continue to provide services. We conduct twice a month (or more often if needed) safety meetings for all crews and personnel with regards to personal and vehicle safety. Additionally, during any training of a new employee, they are shown the proper safety techniques to apply on the properties they are scheduled to service.

We have employed incentive programs to further enhance a high-level of safety company-wide and every crew member is issued with all of the proper personal safety equipment, including a safety backpack with eye and ear protection, gloves, safety vests, first aid provisions and back braces.

In addition, our drivers are given in-house driving tests (as provided by our insurance carrier) to ensure they continue safe driving practices as set forth and enforced by Sunset and recognized and praised by our insurance carrier. We have had no street sweeping incidents on any municipal contract in the past three (3) years*.

**Three (3) years was all that was required by the RFP. The safety record is greater than three (3) years.*

6/24/2014 ITEM NO. 3.8

EXHIBIT "C"

PROPOSAL FORM/SCHEDULE OF FEES

[Attached]

6/24/2014 ITEM NO. 3.8

APPENDIX B

PROPOSAL FORM
STREET SWEEPING SERVICES

Name of Contractor: Jonset Corp. dba Sunset Property Services (Proposer)

The undersigned, as Proposer, declares that he has carefully examined the location of the proposed work, that he has examined the Specifications, Scope of Work, Instructions, and Agreement and hereby proposes and agrees, if the proposal is accepted, to furnish all materials and do all work required by Specifications and Agreements for the compensation detailed as follows:

1. Arterial Highway and Industrial Collector Sweeping:

$16.79 / curbmile x 78 curbmiles x 52 sweep cycles = $68,100.24 per year

2. Local Streets Sweeping

$16.98 / curbmile x 126 curbmiles x 24 sweep cycles = $51,347.52 per year

3. Monthly Bike Trail Cleaning $205.00 per month x 12 = $2,460.00 per year

4. Monthly Sidewalk Cleaning $261.00 per month x 12 = $3,132.00 per year

5. Monthly Community Center Parking Lot Sweeping, 4 lots
$155.00 per month x 12 = $1,860.00 per year

6. Monthly Cabot Park Parking Lot Sweeping,1 lot
$87.50 per month x 12 = $1,050.00 per year

TOTAL PRICE PER YEAR IN FIGURES $127,949.76

TOTAL PRICE PER YEAR IN WORDS:
One Hundred Twenty Seven Thousand, Nine Hundred Forty Nine and 76/100

7. Hourly Rate for Special Street Sweeping $100.00

8. Hourly Rate for Emergency Street Sweeping $150.00

In the event any new streets are added within the City of Laguna Hills, the charge for each additional curb-mile swept shall be at the same rate as shown above. The City of Laguna Hills reserves the right to alter the frequency of street sweeping services, to increase or decrease the total services or parts of the services, for any reason without an increase in the above unit prices. Compensation will be based upon the unit prices above for the services completed. [Continue on next page]

PROPOSAL FORM
STREET SWEEPING SERVICES
Continued
2 of 3

Contractor's Information

Firm Name Jonset Corp. dba Sunset Property Services

Firm Parent or Ownership: N/A

Firm Address: 16251 Construction Circle West,

Irvine, CA 92606

Firm Telephone Number: 949/551-5151 Firm Fax Number: 949/551-4371

Year's in Business: 41

Management person responsible for direct contact with the City of Laguna Hills and services required for this Request for Proposal (RFP):

Name: ~~DEbbie Kaye~~ Title: Ops. Mgr. Telephone Number: 949/551-5151

Person responsible for day-to-day servicing of the account:

Name: Rick DeAnda Title: Assistant Operations Mgr.

Telephone Number: 949/551-5151 Emergency Telephone Number: 949/283-3733

State Contractor's License Number and Class N/A

Designation of Sureties (Name and Address) Vanorsdale Ins. Services

4909 Murphy Canyon Road, #510, San Diego, CA 92123

858/541-2900

Equipment	Make	Model	License No.	Age
1.	Freightliner/TYMCO	FL70	SPS 66	4 years
2	Freightliner/TYMCO	FL70	SpS 67	4 years
3.	Freightliner/TYMCO	FL70	SPS 68	4 years

[Continue on next page]

PROPOSAL FORM
STREET SWEEPING SERVICES
Continued
3 of 3

Proposer hereby certifies that all sweeper equipment shall meet or exceed the Air Quality Management District Rule 1186.1. In Witness Whereof, Proposer executes and submits this proposal under penalty of perjury with the names, titles, hands, and seals of the Principal this 10th day of June, 2008.

Name: John D. Howhannesian

Title: President/Owner

On behalf of: Jonset Corp. dba Sunset Property Services
Company Name/Proposer

Sign before a Notary Public and attach acknowledgement / jurat:

JOHN D. HOWHANNESIAN
Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 06/10/08 (Date) before me, Carl Fraga, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared John D. Hovhannesian (Name(s) of Signer(s))

☐ personally known to me
☑ 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.

WITNESS my hand and official seal.

Signature of Notary Public

CARL FRAGA
Commission # 1717431
Notary Public - California
Orange County
My Comm. Expires Jan 16, 2011

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proposal Form: Street Sweeping Services

Document Date: 6/10/08 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT "D"

FAITHFUL PERFORMANCE BOND

[Attached]

6/24/2014 ITEM NO. 3.8

CITY OF LAGUNA HILLS

FAITHFUL PERFORMANCE BOND
FOR
STREET SWEEPING CONTRACT SERVICES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that, Jonset Corporation, dba Sunset Property Services as CONTRACTOR, and _____,as SURETY, are held and firmly bound unto the **City of Laguna Hills**, as AGENCY, in the penal sum of one hundred thirty thousand dollars ($130,000.00), which is one hundred (100%) of the yearly total contract amount, as set forth in Section 3.1 of the Agreement for the above stated project, for the payment of which sums, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents, which are incorporated herein by reference, in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

WITNESS our hands this _____day of _____, 2008.

_____
CONTRACTOR (CORPORATION)-TYPE

(SEAL)

By _____
President

By _____
Secretary/Treasurer

_____
SURETY'S NAME-TYPE

_____
MAILING ADDRESS (SURETY)

BY: _____
Name

(SEAL) _____
Title

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

BOND APPROVED AS TO FORM:

_____
GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

EXHIBIT "E"

PAYMENT BOND

[Attached]

CITY OF LAGUNA HILLS
PAYMENT BOND
FOR

STREET SWEEPING CONTRACT SERVICES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF LAGUNA HILLS, has awarded to Jonset Corporation, dba Sunset Property Services, hereinafter designated as the "Contractor," a contract for the work described as follows: Street Sweeping Contract Services, and

WHEREAS, said Contractor is required by the provisions of said contract to furnish a bond in connection with said contract, as hereinafter set forth.

NOW THEREFORE, WE, the undersigned Contractor, as Principal, and

_____

_____

(Name and Address of Surety)

duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Laguna Hills in the sum of one hundred thirty thousand dollars ($130,000.00), said sum being not less than one hundred percent (100%) of the yearly amount payable to the said Contractor under the terms of Section 3.1 of the Agreement, for which payment will and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if said Principal or his subcontractors, or heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in an amount not exceeding the sum set forth hereinabove, and in addition, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3181 so as to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the contract documents and /or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hand and seals this _____day of _____, 2008.

CONTRACTOR

By:_____
President

(SEAL) By:_____
Secretary/Treasurer

_____
SURETY'S NAME-TYPE

_____
MAILING ADDRESS (SURETY)

BY: _____
(SEAL) Name

_____
Title

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

BOND APPROVED AS TO FORM:

_____
GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

EXHIBIT "B"

AMENDMENT NO. 1
TO
STREET SWEEPING CONTRACT SERVICES AGREEMENT

Dated: June 23, 2009

AMENDMENT NO.1
TO
STREET SWEEPING CONTRACT SERVICES AGREEMENT

THIS FIRST AMENDMENT to the Street Sweeping Contract Services Agreement (the "Amendment") is made and entered into to be effective the 23 day of June 2009 by and between the CITY OF LAGUNA HILLS, a general law city and municipal corporation (hereinafter referred to as the "City") and JONSET CORPORATION, dba SUNSET PROPERTY SERVICES, a California corporation, (hereinafter referred to as the "Contractor") (collectively, the "Parties").

RECITALS

A. City and Contractor previously entered into a Street Sweeping Contract Services Agreement (the "Agreement"), which was made and entered into on July 1, 2008, for the performance of regularly scheduled, on-call special, and emergency street sweeping services for an initial term of five (5) years. A copy of the Agreement is attached as Exhibit "A" hereto and is incorporated herein by this reference. Unless extended by the Parties, the Agreement will expire on June 30, 2013.

B. Section 6.3 of the Agreement requires that the Contractor provide a Faithful Performance Bond and Payment Bond for 100% of the yearly value of the Agreement.

C. It has been determined that as the Agreement is currently structured, the requirement for a Payment Bond under the California Civil Code no longer applies. Further, that in lieu of a Faithful Performance Bond the City will accept a Certificate of Deposit from the Contractor, in a form acceptable to the City, to secure the performance of the contract services.

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

AGREEMENT

1. Amendment to Section 6.3, "Performance and Payment Bonds": Section 6.3 is hereby amended in its entirety to read as follows:

"**6.3 Certificate of Deposit** Contractor shall prior to July 1, 2009, submit to the City for its acceptance, approval and execution a Deposit Account Control Agreement in the same format as Exhibit "D", as well as proof acceptable to the City that the Contractor has deposited the amount of Sixty Five Thousand Dollars ($65,000.00) into the subject deposit account. Contractor agrees that should the City, in its sole discretion, determine Contractor is in breach of any obligation under the Agreement, the City shall have the right to withdraw from the subject deposit account, in a single draw, or in one or more draws, an amount up to the full amount deposited that the City has determined is required to cure said breach. If after any draw taken from the subject deposit account the City has chosen not to terminate the Agreement, the Contractor agrees within ten (10) days to deposit such sums into the subject deposit account as required to return the

641062 1

total amount deposited to the amount referenced above. The Deposit Account Control Agreement shall remain is full force and effect during the entire term of the Agreement and any extension thereof."

2. Amendment to Exhibit "D" of the Agreement entitled "Faithful Performance Bond": Exhibit "D" of the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit "D" entitled "Deposit Account Control Agreement".

3. Amendment to Exhibit "E" of the Agreement entitled "Payment Bond": Exhibit "E" is hereby deleted in its entirety.

4. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made a part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provision of this Amendment shall in all respects govern and control.

[SIGNATURES ON FOLLOWING PAGE]

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

"CITY"

CITY OF LAGUNA HILLS

By: _____
Bruce E. Channing,
City Manager

ATTEST:

By: _____
Peggy J. Johns, City Clerk

APPROVED TO FORM

By: _____
Gregory E. Simonian,
City Attorney

"CONTRACTOR"

JONSET CORPORATION, dba SUNSET PROPERTY SERVICES

By: _____ 6-16-09
John Howhannesian
President

641062 1

ACKNOWLEDGMENT

State of California
County of Orange)

On 6/16/2009 before me, Suketu R. Bhatt, Notary Public
(insert name and title of the officer)

personally appeared John Hovhaness Sisto
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.

SUKETU R. BHATT
COMM...1741744
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. May 23, 2011

Signature _____ (Seal)

EXHIBIT "D"

Deposit Account Control Agreement

Washington Mutual

DEPOSIT ACCOUNT CONTROL AGREEMENT
(Assignment or Security Interest)

Account Name (the "Customer"): _____

Customer TIN/EIN: _____

Lender (the "Secured Party"): _____

Account Number: _____

Customer hereby notifies Washington Mutual Bank ("Bank") that pursuant to an agreement between the Customer and the Secured Party, the Customer has granted to the Secured Party a security interest in the account referenced above (the "Account") including, without limit, additional deposits and interest credited to the Account from time to time.

Secured Party and Customer agree that the Account will be subject to and governed by the terms and provisions of the Bank's Account Disclosures and Regulations Relating to Deposit Accounts, Statement of Fees, Rate information sheet, and any addenda or changes to any of such disclosures ("Account Disclosures"). In the event and to the extent that this Agreement is in conflict with the Account Disclosures, the Account Disclosures will prevail.

Customer will not have access to or control of the Account funds without written authorization from the Secured Party. Complete control over the Account is hereby assigned to the Secured Party. The Customer irrevocably instructs the Bank to honor any withdrawal, transfer, or other instruction from the Secured Party, without Customer's further consent. The Bank is authorized to rely and act on any instruction it believes in good faith to have been given by the Secured Party. Notwithstanding the above, the Bank may comply with instructions from the Customer or the Secured Party in regard to investment type (e.g. the deposit, length of term, interest or non-interest bearing account). Customer authorizes the Bank to give the Secured Party upon request any information about the Account which the Bank would make available to the Customer including regular statements, provided the Secured Party pays to the Bank its usual and customary fees for making such information available.

The Bank shall have the right to withhold funds from any payment from the Account which the Bank deems reasonable to cover (a) items not finally paid and deposits which are not finally collected, whether or not such is after the midnight deadline, (b) transactions which have been previously executed or guaranteed by the Bank or (c) any other amount which the Customer may owe the Bank in connection with the Account or any other account of Customer with Bank.

Bank may debit the Account for any fees or expenses ("Fees") related to Account or any checks or other items that were deposited or credited to the Account and are returned, reversed, refunded or charged back for insufficient funds or any other reason ("Returned Items"). If there are insufficient funds in the Account, Customer agrees immediately to reimburse the Bank the amount of any negative balance. If Customer fails to pay on demand, Secured Party agrees to reimburse the Bank for any unpaid Returned Items.

Without limiting the foregoing, the Customer and the Secured Party agree that the Bank shall have no liability to either of them for any loss or damage that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof, unless occasioned by the gross negligence or willful misconduct of the Bank. In no event shall the Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond the Bank's reasonable control or for indirect, special or consequential damages.

The Customer and the Secured Party agree to indemnify the Bank and hold it harmless from and against any and all claims, other than those ultimately determined to be founded on gross negligence or willful misconduct of the Bank, and from and against any damages, penalties, judgments, liabilities, losses or expenses (including reasonable attorney's fees and disbursements) incurred as a result of the assertion of any claim, by any person or entity, arising out of, or otherwise related to, any transaction conducted or service provided by the Bank through the use of any account at the Bank pursuant to the services provided for or contemplated by this Agreement.

6/24/2014 ITEM NO. 3.8

Washington Mutual

DEPOSIT ACCOUNT CONTROL AGREEMENT
(Assignment or Security Interest)

The Secured Party agrees to send all notices and instructions given pursuant to this Agreement to the _____ office of the Bank located at _____, attention: _____. The Secured Party understands and agrees that notices sent elsewhere may not reach the correct office of the Bank and shall not be effective, unless the Bank, at is option agrees otherwise in writing.

This Agreement may be terminated by the Secured Party at any time, with or without cause, upon delivery of written notice thereof to the Bank. This Agreement may be terminated by the Bank at any time, with or without cause as provided in the Account Disclosures. The Customer may not terminate this Agreement without the Secured Party's written authorization.

This Agreement supersedes all prior understandings, writings, proposals, representations and communications, oral or written of any party relating to the subject matter herein, with the exception of the Account Disclosures.

This Agreement shall be come effective when signed by the Customer, the Secured Party and the Bank and a fully executed original has been delivered to and accepted by the Bank at the address for receipt of Notice set forth above.

Authorized signatures:

Customer (Type Name and Title, if any): _____

Signature _____ Date _____

Customer (Type Name and Title, if any): _____

Signature _____ Date _____

Customer (Type Name and Title, if any): _____

Signature _____ Date _____

Secured Party (Type Name and Title, if any): _____

Signature _____ Date _____

Bank (Type Name and Title): _____

Signature _____ Date _____

6/24/2014 ITEM NO. 3.8

Washington Mutual

DEPOSIT ACCOUNT CONTROL AGREEMENT (Assignment or Security Interest)

Account Name (the "Customer"): JONSET CORPORATION DBA SUNSET PROPERTY SERVICES

Customer TIN/EIN: 95-3535899

Lender (the "Secured Party"): CITY OF LAGUNA HILLS

Account Number:

Customer hereby notifies Washington Mutual Bank ("Bank") that pursuant to an agreement between the Customer and the Secured Party, the Customer has granted to the Secured Party a security interest in the account referenced above (the "Account") including, without limit, additional deposits and interest credited to the Account from time to time.

Secured Party and Customer agree that the Account will be subject to and governed by the terms and provisions of the Bank's Account Disclosures and Regulations Relating to Deposit Accounts, Statement of Fees, Rate Information sheet, and any addenda or changes to any of such disclosures ("Account Disclosures"). In the event and to the extent that this Agreement is in conflict with the Account Disclosures, the Account Disclosures will prevail.

Customer will not have access to or control of the Account funds without written authorization from the Secured Party. Complete control over the Account is hereby assigned to the Secured Party. The Customer irrevocably instructs the Bank to honor any withdrawal, transfer, or other instruction from the Secured Party, without Customer's further consent. The Bank is authorized to rely and act on any instruction it believes in good faith to have been given by the Secured Party. Notwithstanding the above, the Bank may comply with instructions from the Customer or the Secured Party in regard to investment type (e.g. the deposit, length of term, interest or non-interest bearing account). Customer authorizes the Bank to give the Secured Party upon request any information about the Account which the Bank would make available to the Customer including regular statements, provided the Secured Party pays to the Bank its usual and customary fees for making such information available.

The Bank shall have the right to withhold funds from any payment from the Account which the Bank deems reasonable to cover (a) items not finally paid and deposits which are not finally collected, whether or not such is after the midnight deadline, (b) transactions which have been previously executed or guaranteed by the Bank or (c) any other amount which the Customer may owe the Bank in connection with the Account or any other account of Customer with Bank.

Bank may debit the Account for any fees or expenses ("Fees") related to Account or any checks or other items that were deposited or credited to the Account and are returned, reversed, refunded or charged back for insufficient funds or any other reason ("Returned Items"). If there are insufficient funds in the Account, Customer agrees immediately to reimburse the Bank the amount of any negative balance. If Customer fails to pay on demand, Secured Party agrees to reimburse the Bank for any unpaid Returned Items.

Without limiting the foregoing, the Customer and the Secured Party agree that the Bank shall have no liability to either of them for any loss or damage that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof, unless occasioned by the gross negligence or willful misconduct of the Bank. In no event shall the Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond the Bank's reasonable control or for indirect, special or consequential damages.

The Customer and the Secured Party agree to indemnify the Bank and hold it harmless from and against any and all claims, other than those ultimately determined to be founded on gross negligence or willful misconduct of the Bank, and from and against any damages, penalties, judgments, liabilities, losses or expenses (including reasonable attorney's fees and disbursements) incurred as a result of the assertion of any claim, by any person or entity, arising out of, or otherwise related to, any transaction conducted or service provided by the Bank through the use of any account at the Bank pursuant to the services provided for or contemplated by this Agreement.

Washington Mutual

DEPOSIT ACCOUNT CONTROL AGREEMENT (Assignment or Security Interest)

The Secured Party agrees to send all notices and instructions given pursuant to this Agreement to the MISSION VIEJO office of the Bank located at 27752 VISTA DEL LAGO, MISSION VIEJO, CA 92692, attention: NOON NGUYEN, MGR. The Secured Party understands and agrees that notices sent elsewhere may not reach the correct office of the Bank and shall not be effective, unless the Bank, at is option agrees otherwise in writing.

This Agreement may be terminated by the Secured Party at any time, with or without cause, upon delivery of written notice thereof to the Bank. This Agreement may be terminated by the Bank at any time, with or without cause as provided in the Account Disclosures. The Customer may not terminate this Agreement without the Secured Party's written authorization.

This Agreement supersedes all prior understandings, writings, proposals, representations and communications, oral or written of any party relating to the subject matter herein, with the exception of the Account Disclosures.

This Agreement shall be come effective when signed by the Customer, the Secured Party and the Bank and a fully executed original has been delivered to and accepted by the Bank at the address for receipt of Notice set forth above.

Authorized signatures:

Customer (Type Name and Title, if any): JONSET CORPORATION DBA SUNSET PROPERTY SERVICES

Signature _____ Date _____

Customer (Type Name and Title, if any): _____

Signature _____ Date _____

Customer (Type Name and Title, if any): _____

Signature _____ Date _____

Secured Party (Type Name and Title, if any): CITY OF LAGUNA HILLS

Signature _____ Date 6/26/09

Bank (Type Name and Title): WAMU/ CHASE

Signature _____ Date _____

WaMu

WaMu & Chase

Safe & Secure.

We have exciting news! WaMu branches became part of JPMorgan Chase Bank, N.A. on September 25, 2008, ensuring a bright new future for WaMu.

JPMorgan Chase is known for strength and stability (and nearly a trillion dollars in customer deposits). But JPMorgan Chase brings more than money to the party: together we have over 14,000 ATMs and 5,400 branches nationwide, a quarter of a million employees, and the confidence of banking with over 100 million other customers.

Your new deposit account, safe deposit box, and other service agreements offered at WaMu and related communications are WaMu branded. These WaMu references mean JPMorgan Chase Bank, N.A. (WaMu references include WaMu, Washington Mutual, Washington Mutual Bank, Washington Mutual Bank, FA and Washington Mutual Bank fsb.)

Bank as usual

You should only use WaMu branded branches, telephone banking and online banking services for your WaMu branded accounts and services. We'll let you know as additional services, benefits, and Chase branded branches become available to you as we combine our systems.

More Free ATMs

Now you have free access to over 14,000 ATMs in 23 states. You can check balances and get cash at any Chase or WaMu branded ATM – all without an ATM fee.

Can I cash WaMu checks at Chase branches, and vice versa?

While we always want to process your checks and other items as quickly as possible, in most cases, we will treat Chase checks as if they are from a separate bank for purposes of funds availability and cashing checks until we merge our systems. Until that time, if checks that you write are presented for payment to a Chase branch, the check may be treated as though it was written on another bank.

We have more exciting news. The FDIC has temporarily increased deposit insurance.

On October 3, 2008, FDIC deposit insurance temporarily increased from $100,000 to $250,000 per depositor through December 31, 2009.

If you have questions, just ask us, or visit us online at wamu.com for more information. We're happy to be part of the Chase family, and we look forward to serving you in the future.

Member

FDIC

©2008 JPMorgan Chase Bank, N.A. Member FDIC. Deposits under the WaMu and Chase brands are combined for FDIC insurance purposes.

JUN 2009
IMAGED
by

EXHIBIT "C"

AMENDMENT NO. 2
TO
STREET SWEEPING CONTRACT SERVICES AGREEMENT

Dated: July 1, 2013

AMENDMENT NO. 2
TO STREET SWEEPING CONTRACT SERVICES AGREEMENT
FOR
CITY-WIDE STREET SWEEPING
(Sunset Property Services)

THIS SECOND AMENDMENT to the Sunset Property Services Street Sweeping Contract Services Agreement for city-wide street sweeping (the "Amendment") is hereby made and entered into to be effective this 1st day of July 2013 by and between the CITY OF LAGUNA HILLS, a California municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as the "City"), and JONSET CORPORATION, a California corporation, dba SUNSET PROPERTY SERVICES, (hereinafter referred to as "Contractor") (collectively, the Parties).

RECITALS

A. City and Contractor previously entered into that certain Street Sweeping Contract Services Agreement (the "Agreement"), which was made and entered into on July 1, 2008, for the performance of regularly scheduled, on-call special, and emergency street sweeping services for an initial term of five years. A copy of the Agreement is attached hereto as Exhibit "A" for reference purposes.

B. Unless amended by mutual written consent of the Parties in accordance with Section 4.4 (Term) of the Agreement, the Agreement is scheduled to expire on June 30, 2013 by operation of its own terms.

C. Sections 4.4 (Term) and 10.3 (Amendment) of the Agreement provide that the contract services agreement entered into by and between the Parties may be amended in writing at any time by mutual consent of the Parties. More specifically, Section 4.4 (Term) provides that the term of the Agreement may be extended by mutual written consent of the Parties for annual periods not exceeding an additional five years.

D. In an effort to reduce costs for the City, the Parties recently negotiated certain revised terms and conditions of the Agreement, including a rate reduction for a one-year extension of the term of the Agreement.

E. The Parties now wish to amend the Agreement by authorizing a one-year extension of the term of the Agreement at reduced rates, while maintaining the same level of service, scope of work, and all other existing contractual terms, conditions, and requirements as set forth in the Agreement.

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

AGREEMENT

1. Amendment to Sections 4.4 and 3.1, entitled "Term" and "Compensation of Contractor," of the Agreement. Sections 4.4 and 3.1 of the Agreement are hereby amended as follows:

The term of the Agreement shall hereby be extended by mutual agreement of the Parties for one additional year, commencing on July 1, 2013 and ending on June 30, 2014. For the services rendered pursuant to the Agreement during the term of the one year extension authorized herein, Contractor shall be compensated and reimbursed in accordance with the following revised and reduced rates for service, which total contract amount shall not exceed $135,000 for FY 2013/14 during the period of the term extension authorized herein:

Description	New Rate
Residential	$17.02 per Curb Mile
Arterial	$17.02 per Curb Mile
Parking Lots	$259.87 per Month
Bike Trails	$219.68 per Month
Sidewalks/Stairways	$338.10 per Month
Emergency Sweep	$160.75 per Service Call
Special Sweep	$107.16 per Service Call

2. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made a part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provision of this Amendment shall in all respects govern and control.

3. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

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

"CITY"
CITY OF LAGUNA HILLS

By: _____
BARBARA D. KOGERMAN, MAYOR

ATTEST:

By: _____
Peggy J. Jones,
City Clerk

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

"CONTRACTOR"
JONSET CORPORATION, INC., dba SUNSET PROPERTY SERVICES

Date: 6-3-13

By: _____
John D. Howhannesian,
President

Date: 6-3-13

By _____
Carmen Howhannesian,
Secretary

930150 1

6/24/2014 ITEM NO. 3.8

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: **JUNE 24, 2014**

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **KENNETH H. ROSENFIELD**
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: **AWARD OF CONTRACT FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I**

RECOMMENDATION: **THAT THE CITY COUNCIL AWARD THE CONTRACT FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I, TO THE APPARENT LOW BIDDER, ALL AMERICAN ASPHALT, IN THE LOW BASE BID AMOUNT OF $1,663,663.00, REJECT ALL OTHER BIDS, AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT.**

SUMMARY:

In accordance with City Council direction, bids for the Citywide Pavement Rehabilitation Project were opened on June 12, 2014. The apparent low bidder, All American Asphalt, Inc., provided a bid proposal conforming to the City's specifications, provided satisfactory references and is within the budget. The pavement work will focus upon some of the residential streets in Zone A and Zone D and a portion of Moulton Parkway in the amount $1,663,663.00. Award of the contract is recommended.

BACKGROUND:

On May 13, 2014, City Council authorized the subject project be advertised for bids. On June 12, 2014, bids were opened with the following results:

Contractor	Base Bid
All American Asphalt, Inc.	$1,663,663.00
R.J. Noble Company, Inc.	$1,928,325.00
Palp, Inc., dba Excel Paving Company	$1,994,360.00

All American Asphalt is the apparent low bidder and is fully licensed, bonded and insured. Their bid conforms to the City's specifications, they provided satisfactory references and the Base Bid is within budget.

The project bid also included two Alternate Bids. The first Alternate Bid was for pavement rehabilitation of off-street bike trails northerly and parallel to Alicia Parkway from Paseo de Valencia to the easterly City limit. The second Alternate Bid was for pavement rehabilitation work on Cabot Road southerly of Rapid Falls Road. Neither alternate bid fits within the City's budget and are not being recommended for award. However, funding permitting, the City will work with the contractor to determine if a portion of the bike trail pavement rehabilitation can be accomplished.

The Base Bid pavement work will focus upon some of the residential streets in Zone A and Zone D and a portion of Moulton Parkway in the amount $1,663,663.00. Award of the contract is recommended.

FISCAL IMPACT:

The project funding is limited to available "gas tax" funds projected to be approximately $1,800,000 in the current biennial period. The Base Bid, Inspection Services and required Survey Services are below the funding amount.

CEQA FINDINGS:

The Project is Categorically Exempt, Existing Facilities, per Section 15301 of CEQA Guidelines.

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: JUNE 24, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: CONTRACT FOR PRINTING OF CITY VIEWS AND COMMUNITY SERVICES ACTIVITY GUIDE

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE CONSULTING SERVICES AGREEMENT WITH PSB INTEGRATED MARKETING FOR THE PRINTING OF CITY VIEWS AND COMMUNITY SERVICES ACTIVITY GUIDE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

SUMMARY:

Recently, the City Council authorized a pilot program whereby the number of pages in the City Views section of the City Views and Community Services Activity Guide was reduced. This reduction in pages provided the opportunity to bring the development and coordination of the publication in-house. Subsequently, staff prepared and released an RFP for printing services. The City received five responses. Staff ultimately selected PSB Integrated Marketing on a pilot program basis for three (3) issues. The initial contract is set to expire on June 30, 2014. Because the proposed contract amount would push the total price of services performed by PSB Integrated Marketing over the $50,000 threshold, staff is seeking City Council approval to authorize the City Manager to sign a Consulting Services Agreement with PSB Integrated Marketing. The total proposed contract amount for FY 2014/2015 is $29,580, or $7,395 per issue.

BACKGROUND:

At its June 11, 2013, City Council meeting, the City Council authorized a pilot program whereby the number of pages in the City Views section of the City Views & Community Services Activity Guide was substantially reduced as a cost savings measure. Modifying the City Views format by reducing the number of pages provided the opportunity to bring the development and coordination for the publication in-house, resulting in immediate savings through eliminating the use of a consultant to coordinate and develop the

publication. As part of this recommendation, the City Council directed staff to issue Requests for Proposals (RFP) for services associated with the development of the publication.

In August/September 2013, staff prepared and released an RFP for printing services associated with the printing of seven (7) issues of the City Views and Community Services Activity Guide. The City received five responses to the RFP, ranging in cost from $39,480 to $108,130, from the following firms:

1. I Color Printing & Mailing
2. PSB Integrated Marketing
3. Innovative Printing Solutions
4. San Dieguito Printers
5. Sir Speedy Printing & Marketing

After thorough review of the firms' responses, staff ultimately selected PSB Integrated Marketing on a pilot program basis for the three (3) issues yet to be developed during the remainder of the current fiscal year for the following reasons:

- They have extensive experience providing printing services to a number of governmental and non-profit organizations.
- Experience working with City staff successfully on past City publications.
- They are able to provide the requisite services within the City's anticipated budget.

Consequently, the City entered into an agreement with PSB Integrated Marketing on November 1, 2013, in the amount of $22,185. This pilot period and initial contract are set to expire on June 30, 2014. After working with PSB Integrated Marketing directly for the last three (3) issues, staff recommends establishing a new Agreement with PSB Integrated Marketing at the RFP price of $7,395 per issue. The total proposed contract amount, which includes preparation for mailing, in FY 2014/2015 is $29,580. While the proposed contract amount is under the City Manager's contracting authority, it would push the total price of services performed by PSB Integrated Marketing over the $50,000 threshold. For this reason, staff is seeking City Council approval to authorize the City Manager to sign a Consulting Services Agreement with PSB Integrated Marketing.

As stated above, staff conducted a formal RFP process approximately nine months ago and awarded the contract in November 2013. Consequently, staff believes the proposed costs still accurately reflect available pricing in the current market.

FISCAL IMPACT:

Prior to this last Biennial Budget cycle, $115,000 ($105,000 plus $10,000 for postage) was budgeted for the development and publication of the City Views and Community Services Activity Guide. As part of numerous cost savings measures included in the recent budget cycle, the budget was reduced to $75,000 ($65,000 plus $10,000 for postage) and the development of the publication was brought in-house.

Staff currently estimates the City will save even more money than originally anticipated. For FY 2014/2015, actuals costs are estimated at $13,585 per issue, or $54,340 over the fiscal year, resulting in additional savings of $20,660.

The total proposed cost for this Agreement is $29,580.

ATTACHMENTS:

- Consulting Services Agreement

6/24/2014 ITEM NO. 3.10

CONSULTING SERVICES AGREEMENT
Quarterly Newsletter Publication Services
PSB Integrated Marketing, Inc.

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made, entered into, and effective this 1st day of July 2014, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), and PSB INTEGRATED MARKETING, INC., a California corporation ("Consultant").

RECITALS

A. City requires the services of a professional marketing agency for developing and printing the City's quarterly newsletter and community services brochure ("Project").

B. Consultant has submitted to City a proposal to provide professional marketing development and printing services for the City's quarterly newsletter and community services brochure pursuant to the terms of this Agreement.

C. Based on its experience, education, training, and reputation, Consultant is qualified to provide the necessary services to City for the Project and desires to provide such services.

D. City desires to retain the services of Consultant for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide services to the City as follows:

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide professional marketing development and printing services to City as described and as set forth in the Proposal and Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant 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. In the event of any inconsistency between the terms contained in the Proposal and Scope of Services/Work 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. All services rendered under this Agreement shall be provided by Consultant in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

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 set forth in Exhibit "A". Consultant shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Consultant. Delays shall not entitle Consultant to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONSULTANT

3.1 Compensation of Consultant. For the services rendered pursuant to this Agreement, Consultant shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," at a cost per issue of $7,395, which total contract amount shall not exceed $29,580.

3.2 Method of Payment. In any month in which Consultant wishes to receive payment, Consultant shall no later than the first working day of such month, submit to City in the form approved by City's finance manager, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Consultant for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto 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. 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;

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.

3.4 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

Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A". The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Consultant shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of one (1) year, commencing on July 1, 2014, and ending on June 30, 2015, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 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 and work specified herein and make all decisions in connection therewith: June Gay Cassidy, Account Manager. It is expressly understood that the experience, knowledge, education, capability, 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 services hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Consultant's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Consultant shall refer any decisions that 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.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees,

were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor.

A. The legal relationship between the parties hereto 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. The personnel performing the services and work 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, 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 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 any performance under this Agreement. Except for 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 services and work performed by Consultant 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 services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 3, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5.5 Personnel. Consultant agrees to assign the following individuals to perform the services set forth herein. Consultant shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Consultant by providing written notice to Consultant.

Name:	Title:
June Gay Cassidy	Account Manager

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Consultant's performance under this Agreement. Consultant shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

6.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury 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; the commercial general liability policy shall name the City of Laguna Hills as an additional insured;

B. Automobile liability insurance with limits of at least one million dollars ($1,000,000.00) per occurrence;

C. Workers' Compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

6.1.2 Sufficiency of Insurers. Insurance required herein 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 Eligible Surplus Lines Insurers (LESLI), 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.

6.1.3 Verification of Coverage. Consultant shall furnish City with both original certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Workers' Compensation policies.

6.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

6.2 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified

Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

7. RECORDS AND REPORTS

7.1 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.

7.2 Records. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and 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.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of this Agreement shall be the property of City and shall be 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 or 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.

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.

7.5 Cost Records. Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and 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 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are 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.

8.4 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 injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 Attorney 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 attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement

regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, CA 92653
To Consultant:	PSB Integrated Marketing, Inc. Attention: Mark DeBellis, President 26012 Atlantic Ocean Drive Lake Forest, CA 92630

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Laguna Hills, a California municipal corporation

Date:_____ By: _____
Bruce E. Channing,
City Manager

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

ATTEST

By: _____
Peggy J. Johns,
City Clerk

"CONSULTANT"
PSB Integrated Marketing, Inc., a California corporation

Date: _____ By : _____
Mark DeBellis,
President

Date: _____ By : _____
Amy Walton,
Assistant Treasurer

EXHIBIT "A"

CONSULTANT'S
PROPOSAL AND SCOPE OF SERVICES/WORK

Including,

Schedule of Fees

And

Schedule of Performance

6/24/2014 ITEM NO. 3.10

City of Laguna Hills

Printing of City Views & Community Services Activity Guide Publication

Respectfully Submitted by:
PSB Integrated Marketing Inc.
26012 Atlantic Ocean
Lake Forest, California 92630

psb integrated marketing
the new spirit of communications

Melissa Au-Yeung
Senior Management Analyst
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Dear Melissa,

Thank you for the opportunity to provide you with a proposal regarding the printing of the City of Laguna Hill's City Views and Community Services Activity Guide Publication.

I believe we can deliver a high quality solution to you, your team, and your city.

PSB Integrated Marketing is a full-service marketing agency based in Lake Forest, California. We bring together the best of traditional and digital printing, creative design and mailing services. Our design, print and mail services are all produced and managed in house, under one roof; we have a seamless production process, faster turnaround and more efficient economies through our one stop service.

PSB prides itself on our ability to come through for our clients, even in the most challenging circumstances. Our clients come to depend on the personalized service and quick response of their account manager to oversee their projects from concept, through design, to final print and mailing.

You will find our depth of experience and creative horsepower refreshing.

Since 1991, PSB has been servicing municipalities, the financial industry, financial trade associations, non-profits, professional groups, utilities and many other clients throughout the United States.

The City of Laguna Hills will be assigned to our experienced account manager, June Gay Cassidy. June will be your person of contact and she always makes sure she is available to her clients.

PSB embraces the GREEN principles in our work and the work we do for our clients. If fortunate enough to be chosen, we would love the opportunity to work with the City of Laguna Hills.

Thank you again for your consideration.

Sincerely,

Mark DeBellis, President
PSB Integrated Marketing
26012 Atlantic Ocean Drive
Lake Forest, CA 92630
949.340.8929
markd@psbonline.com

Eco-Friendly PRINTING

PRINTED WITH SOY INKS

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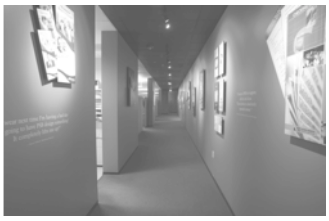
History & Background

PSB Inc.



Founded by Bill Berndt in 1991, PSB is an established and innovative leader in the printing and marketing services industry. Building on roots in financial management, marketing management and manufacturing, PSB has grown from a client base of four in 1991 to a nationwide customer base. PSB quickly learned that establishing a vertically integrated operation would not only provide a tremendous competitive advantage, but would also deliver services and support well in excess of traditional printing and marketing agencies.

Building company value through integration and process engineering, PSB has combined the best of traditional printing, creative design and mailing services into one comprehensive process...all managed under one roof. PSB manages each project entirely through in-house resources...project concept and design, print production, finishing and mailing services. Because everything operates as one continuous process, projects are completed faster than traditional project options. The value as an integrated company is reflected in lower total project costs, faster project turnaround and comparable quality levels to other solutions. Because of this vertical integration, PSB can control costs throughout the entire process from start to finish, eliminating wasted time and resources while providing faster service and individual attention to each client. Few companies have integrated a free- flowing "creative" business (such as design) with the strict manufacturing requirement (such as printing) and succeeded. PSB has!

PSB is acutely aware of environmental issues. As an eco-friendly print facility and an award recipient for ecologically-responsible business practices, we understand that the sum of our work should not exceed the total cost of the environment. From aggressive internal recycling of materials, chemicals, and resources to the use of paper stocks from responsibly managed forests, PSB leads the way.

A growing company with satisfied clients, PSB has created a better way of marketing that provides added value to clients. Simply put, the ability to deliver on the "one-stop shop" promise to a busy client base has resulted in satisfied clients, extensive word-of-mouth referrals and industry accolades. With one phone call or Internet contact (psbonline.com), PSB customers have an entire company, a staff of designers, a print operation, friendly support personnel and thousands of print/design options at their fingertips. PSB continues to work with a growing roster of top-flight clients.

We are proud of our past, excited about our future and confident of our continued success.

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Qualifications of Personnel

No company can be successful without highly qualified employees. PSB maintains a high level of expectation for each employee. And that shows in our work.

Minimum Employee Requirements:

PSB maintains a high level of expectation for all applicants that are considered for employment. In addition to extensive professional requirements, all PSB employees are
thoroughly vetted before any employment offer is provided. Standard pre-employment requirements include:

-Criminal Background Check
-Driving Record
-Credit Screening
-Drug Screening

Because PSB works with client data and often-sensitive client information, we have to maintain a high level of professionalism and confidentiality. Each employee understands that our client information and that security is of the utmost importance. We are a supplier that can be trusted.

Employee Tenure and Industry Experience:

Our average employee tenure at PSB is approximately 7 years with each employee representing a minimum of 10 years experience in their field.

Employee Training and Certifications:

Employees are encouraged to maintain their proficiency through on-site training, online training, industry/supplier training, and professional organization involvement. Our printing department has obtained the G7 Master Printer designation and all employees are proficient on requirements to deliver high quality print outcomes.

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Organizational Structure, Equipment, Departments and Personnel

Facility: 45,000 square foot freestanding facility

Personnel/Staffing by Department: Total Employees: 60

Number of Clients: Over 500

Process Flow:

As a guard and protection for the highest quality output, we have the following production flow processes in place. Each project is managed within our Job Manager/Virtual Ticket system so timelines, deliverables, and updates can be followed along by all stakeholders.

Administration/Support
- -General Management
- -IT/Systems

Creative Services
- -In house graphic designers
- -Freelance/contract
- -In house copywriter
- -Freelance/contract copy

Account Management
- -Director of Client Services
- -SuperSource Direct Account Supervisor
- -Account Managers
- -Coordinators

Print Operations
- -Pre-press technicians
- -Print operators
- -In-house bindery

Shipping Fulfillment
- -Manager
- -Delivery
- -Packaging Team
- -Company Trucks

Mailhouse Services
- -Data/Analytics
- -Laser Operations
- -Digital Print Operations
- -Lettershop/Production

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Print Expertise:

As a printer, PSB offers extensive options to ensure that our clients' work is produced in the optimal manner. With both digital and offset lithography on-site, we can use the right technology for each project, optimizing costs, print quality and turnaround time.

PSB maintains a concern for print quality and uses professional industry resources to ensure we operate at the highest level. Our commitment to quality is evident in our investment in technology and training.

We have enriched our color services by adopting G7® standards. The methodology was developed to reliably produce high-end commercial printing with a close visual appearance from proof-to-press and from press-to-press.

As a result of our extensive G7® training, PSB is now qualified as a G7® Master Printer. This designation signifies that we haves been trained to print to the new G7® methodology and can produce a press sheet to GRACoL® (General Requirement for Applications in Commercial Offset Lithography) aims within acceptable tolerances.

PSB has the utility industry knowledge base, marketing experience and production savvy to help meet your ongoing communication goals in the 2013 fiscal year.

Eco-Friendly PRINTING

PRINTED WITH SOY INKS

Proof-to-Print G7 Master Qualified by IDEAlliance

2008 SUPPLIER OF THE YEAR

2008 Environmentally Conscious BUSINESS AWARD

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OUR PRINT TEAM

**With the experience of our team,
every project is over 100 years in the making.**

In our commercial print services division, our people bring out the best in your project and the most in your budget. Each person's role combines physical and intellectual elements, but it's the attitude that makes the difference.

Every team member is groomed to think ingeniously, and devise techniques and systems that will first and foremost bring it all together for the client.

Our roster of seasoned employees includes:

Name	Position	Years Experience
Lair Hull	VP Operations	30
Mark Wheel	Pressman	35
Steve Spear	Pressman	32
Jeff Stevenson	Pressman	23
Jason Keys	Pressman	18
Steve Urban	Pressman	14
Bernie Cruz	Assistant Pressman	12
Perry Flores	Assistant Pressman	11
Victor Lozano	Assistant Pressman	10
Gilbert Hernandez	Pressroom Assistant	5

Our Production Tools

Heidelberg Speedmaster 74-8 (8 color perfecting press + in-line coater)
Heidelberg Speedmaster 74-8 (8 color perfecting press)
Heidelberg Speedmaster 74-6 (6 color perfecting press + in-line coater)
Heidelberg Quickmaster 52 (4 color press)
Heidelberg Quickmaster 46 (2 color press)

6/24/2014 ITEM NO. 3.10

PREPRESS DEPARTMENT

We question things because the right answer is not having it wrong on press.

With the quantum leaps in technology, parts of the world have become push-button societies. Sure, we have the software to precisely flight your files, but we never approach your projects on autopilot. Across the board, the job description of everyone in our Pre-Press Department is "ownership." Our "job ownership" philosophy ensures that your projects are scrutinized before they go on press.

The result? It's not uncommon that we catch typos that went unnoticed on clients' files. Or images that were prepared incorrectly. Or projects that were built at sizes different than intended. And if your file is 100% accurate every time, having a passionate brain trust backing you up is still a comforting feeling.

You'll find that your total satisfaction is never in question with the right people behind every project.

Name	Department	Years Experience
Tony Ferraro	Pre-Press/Print Operations Manager	35
Greg Gatz	Prepress Technician	15
Jason Audiss	Prepress Technician	10

Pre-Press Tools

Macintosh (state of the art workstations)
PC (state of the art workstations)
Oris Color Tuner Pro (digital contract proofing system)
2 Epson Stylus Pro 9800 Proofing Engines (8 color UltraChrome pigment-based inks)
HP 5000 Digital Imposition Color Proofer (6 color die-based inks)
Fuji Saber Luxel Vx9600 Dual Violet Laser Internal Drum Platesetter (press match)
Heidelberg Delta Rip & Pro Hercules Imagesetter

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BINDERY DEPARTMENT

About the only cuts this department doesn't take are short ones.

The guys in our Bindery Department like to say that they're the ones that "pull it all together." Touché! As long as they keep doing what they're doing, we'll keep giving them the applause.
Their loyalty to client projects is unquestioned. Each person's role combines physical and intellectual elements, but it's the attitude that makes the difference.

Every team member in Bindery is groomed to think ingeniously, and devise techniques and systems that will first and foremost bring it all together for the client … if they don't say so themselves.

Name	Years Experience
Mark Smith, Bindery Supervisor	26
Ron Abbate	25
Patrick Nguyen	14
Lewis Allison	12

Bindery Tools

2 MBO B-23 (continuous folders)
MBO B-16 (pile feed folder)
Stahl 26" (continuous feed folder)
Stahl 30" (continuous feed folder)
Polar 36" (cutter)
Polar 45" (cutter)
2 Wohlenberg 36" (cutters)
Heidelberg 6-Pocket Stitchmaster
30" Cylinder (die-cutting press)
High Speed Automatic (shrink wrapping machine)
Drill Press

6/24/2014 ITEM NO. 3.10

LOGISTICS

Our fulfillment team gets it where it needs to go when it needs to get there.

With a full complement of logistics professionals on board, PSB makes sure your material gets to its final destination in showroom condition. We don't cross our fingers here, we manage the shipment from our dock to the end point.

With UPS, FedEx, common carriers, and our own fleet of local trucks, your material is never far from delivery.

At PSB, we "triple-check" all shipments and code each to minimize any possibility for missing a delivery. Our triple check includes: copies of internal contents labeled and taped on the outside, detailed packing slip, and an emergency contact phone number in the event the recipient needs our assistance.

Whether you need your shipment shrink-wrapped, kitted, tubed, collated, or sent out to 100 individual locations, we have the resources and support to take the pressure off your staff to focus on other important areas.

Shipping Tools

Fed-Ex Terminal
UPS World Ship Network
US Postal Service capabilities
Freight company relationships

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You'll stamp our mailhouse team as the most secure around.

Very few mailhouse operations in the nation can lay claim to the stringent layers of security we have in place. With all the reports of ID loss throughout the country, our Mailhouse Team set out to blaze a trail in facility and operations security. Goal accomplished.

With our lock-down facility (surveillance cameras, military-grade encryption, firewalls and malicious code protection, high-tech interior and exterior cameras, etc.) you'll know real peace-of-mind. And since our Mailhouse is a division of PSB, you'll also know savings by avoiding unnecessary printer shipping costs, and extra shipping days.

While the state-of-the-art facility puts you at ease, it's our staff that will really make you feel secure. Top down, our team is notoriously friendly, and even better, extensively knowledgeable about getting your message in the right hands. Their thorough procedures, and unwavering professionalism are the keys to our success managing over five million pieces each month.

Our seasoned line-up of employees ensures top quality output:

Name	Position	Years Experience
Jim Nazario	Production Manager	20
Junior Marin	Laser Production Manager	8
Marco Gonzales	Production Supervisor	20
Samuel Guerrero	Data Administrator	17
John Brayley	Sr. Account Manager	17

Mailhouse Tools

Ricoh Pro C-900 (4/4)
Xerox Nuvera 100 (single color – black)
Xerox Docuprint 115 (single color – black)
Scitex Inkjet 5200
Kirk Rudy Inkjet
Bell & Howell Mailstar 500
MailCrafter Inserter 9800
Kirk Rudy Tabber 535
PC Data Stations
Postal Soft Business Edition

File Maker Pro
Print Shop Mail
Enfocus PitStop Pro
Office XP
Docuform
FedEx Terminal
UPS World Ship Network
US Postal Service Network
Freight Company Network

Statement of Financial Condition

Data Through: 12/31/2012

Revenue/Sales	$9,508,600
Cash	269,000
Accounts Receivable	892,000
Current Assets	1,236,000
Total Assets	1,722,360
Current Liabilities	374,000
Total Liabilities	551,905

Corporate Information/Ownership/Scope

PSB, Inc.

William E. Berndt (Owner)

26012 Atlantic Ocean Drive, Lake Forest, CA 92630

TIN: 33-0736621

Employees: 60

Years in Business: 22

Senior Management/Tenure

William Berndt (Founder/owner/CEO)	23 years
Mark DeBellis (President)	17
Lair Hull (Vice President/Operations)	21
Stephen Fite (Controller)	12

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Samples

City of Laguna Hills City Views & Community Services Activity Guide

City of Mission Viejo Leisure Time Recreation Guide

Contra Costa Water District Newsletter

Los Angeles Firemen's Credit Union Newsletter

Rivals United for a Kure Annual Report

PSB's Innovate and Create Marketing Magazine

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Variety of Samples

Contra Costa Water District Collateral Development

CCWD is a large utility serving California's East Bay community of nearly 500,000 residents. As a manager of California's scarce water resources, they place a high degree of importance on conservation and education.

In 2008, CCWD selected PSB as their agency of record to update their entire communications platform including their quarterly newsletter, Annual Report, Web-site Corporate Calendar, and various educational initiatives.

CCWD has realized a faster turnaround and high quality messaging allowing them to generate stronger customer engagement.

Shimano American

For the past 5 years PSB has provided Shimano American's Fishing Tackle Division with high quality marketing support. Their most recent catalog produced at PSB's facility features extensive graphic services, photography, creative concepting and print production.

Orange County Performing Arts Center

PSB has been proud to support the Orange County Performing Arts Center with creative and print services in both a pro-bono and paid capacity. Newsletters and other program materials have been produced on their behalf.

Angels Baseball Players Non-profit Initiatives

As an integral part of orange County, PSB has built strong relationships and provided creative support to various non-profit groups with ties to Angels Baseball.

Former players Rex Hudler and Tim Salmon came to PSB for support in the creation of materials for their respective non-profit organizations.

Rex and his family is the spark behind team Up for Down syndrome, a non-profit agency dedicated to helping those with Downs syndrome. Today Rex is a sportscaster and author of his recent book, splinters.

Tim and his family support local charities in the community and are a major donor to Laura's House for battered women.

Hoya Federal Credit Union

Georgetown University's Hoya Federal Credit Union came to PSB for a new idea to generate membership.

Our creative team developed a themed program around the concept of "Switching to Better Banking". Using a travel mug and a free gourmet coffee card as elements to incent new accounts, clever die-cut packets were created for direct distribution to the faculty and staff.

The coffee theme was integrated into individual product offers using both web and print mediums.

To date, the program has generated new accounts and increased profitability.

U.cu

Arizona based, AEA Federal Credit Union, created U.cu or "U Credit Union" to meaningfully reach the young adult "Generation Y" population. From conception to creation, the U.cu program required a two year investment of time — researching, questioning, brainstorming, designing, testing, and finally, implementing.

PSB's role as marketing partner was to create the complementary components and establish the brand look outside the electronic space. As part of the introduction of the new service, PSB created newspaper, collateral, newsletters and even signage to support the brand launch.

After acquiring the program from AEA, PSB markets this program throughout the US and has infused it with interactive new features and marketing muscle.

Color My World Home Equity Lending Campaign

Chemung Canal Trust is an upstate New York financial institution. When they wanted to increase their home equity loan accounts they came to PSB for a comprehensive campaign featuring multi-channel media.

The PSB creative team developed several original creative approaches. CCT selected the concept of an artist's palette as the platform for showing the consumer benefits of their loan.

Radio and TV commercials were used in conjunction with outdoor billboards, newspaper advertising, in branch merchandising, and web graphics.

The campaign resulted in significant growth in lending production during the campaign.

Wireless Capital / Southern California Gas Company

Wireless Capital, a national leasing and marketing company serving municipal governments across the country to Southern California Edison to assist the education of consumers and the value of tankless hot water systems. This unique program combines the cost savings benefits of tankless hot water, with the added benefit of reduced impact to the environment. The offer was packages as a convenient daily rate that would be added to the customer's utility bill. Direct mail letters, door hangers, truck decals, postcards, and meter tags were designed to increase awareness and encourage web site visits. The program is currently under review by SCE.

Bios and Experience

Mark DeBellis, President

Mark DeBellis has spent over half of his life in the Marketing profession and in the promotion and management of consumer brands and services.

He received his Bachelor of Science in Business Administration/Marketing from California State Polytechnic University, and completed his MBA at the University of Southern California.

He honed his marketing experience with major consumer product companies including The Pillsbury Company, Pepsi-Cola, and Sunkist where he held positions in Sales, Sales Management and Marketing.

Later in his career, he joined Imperial Savings, a $10B institution with an eighty- branch network. As Director of Field Marketing, he built a staff of Regional Marketing Managers with accountability for field promotion and branch sales productivity. Later, as Vice President of Retail Marketing, he worked on broader strategic initiatives before leaving the institution in 1990.

During his career, Mark has held teaching posts at the university level lecturing to both undergraduate and graduate classes in Consumer Behavior and Marketing Management. He has also been a guest lecturer and featured speaker at industry conferences and educational venues.

In 1996, Mark joined PSB and now serves as President. He has led the national expansion of PSB throughout the US to establish the company as a premier marketing services firm. He continues to seek new ways to provide value-added services and product marketing strategies for the growing list of general marketing clients.

Mark makes his home in Portola Hills, CA with Kayla, his wife of 28 years and their two children, Lauren and Danielle, a cat and three dogs. Mark is passionate about playing the guitar and writing music and hopes one day to write a hit song.

Lair Hull, Vice President, Operations

Lair Hull has over 30 years of printing, pre-press and production experience. He joined PSB in 1993 as the Pre-Press Supervisor. Lair's extensive knowledge and industry experience in pre-press and graphic arts production has led him to oversee and manage all of the production and operations for PSB, Inc. as Vice President, Operations.

Prior to joining PSB, Inc., Hull held executive positions at Crest Marketing & Printing and Pacific Design, Inc. in the Los Angeles area.

Lair maintains an operation that can proudly boast a 99.5% on-time record.

Lair currently resides in Portola Hills. In his spare time he enjoys golf, boating, traveling, wine collecting, and going to the beach with his dog, Duke.

June Gay Cassidy, Account Manager

June Gay Cassidy has an extensive background in printing and mailing. Prior to joining PSB Integrated Marketing in 2009, she and her husband founded and operated a printing company for several years. She has worked in every aspect of the business with the exception of running a printing press. She thrives on finding not just a solution, but the Most Effective solution for design and production challenges.

June manages many projects at PSB, including the Laguna Hills City Views Magazine. She is acutely aware of the quality required and the importance of

getting it into the homes of the residents of Laguna Hills on a timely basis.

June has a profound interest in history and travel. She enjoys movies, music and walking her Miniature Schnauzer, Salty Dog.

Tony Ferraro, Production Supervisor

Tony Ferraro has more than 35 years pre-press and printing experience with maintaining color fidelity between the proof and the printed piece being one of his specialties. Tony manages the Pre-Press and Press Room functions and represents our companies "can do" attitude by being a "hands on" guy. He can work with a client on color or design issues one moment and later you may find him working with a technician to get a downed press going.

Tony has been with PSB since 2001. Prior to that he has been employed by high end printers such as Overland printing, Color Graphics, Calsonic Muira Graphics and George Rice and Sons. He honed much of his color retouching shills on high end car brochures for Nissan, Mitsubishi, Chrysler, Ford Motor Company and Mercedes Benz.

He Currently resides in Rancho Capistrano, an equestrian community located deep within the Cleveland National Forest.

Together with his wife Maureen, daughter Jessica and son Michael, he enjoys country living, horseback riding, off road motorcycling. He also enjoys cruising on his Harley, fishing and playing and singing in a rock and roll band.

Jim Nazario, Mailhouse General Manager

Joining the PSB family in September 2009, Jim brings nearly 30 years of combined marketing, advertising and management experience to PSB. He holds a BS in photography and Graphic Design with an emphasis in Advertising from LLU, La Sierra University in Riverside CA. For the past 6 years, he served as Director of Marketing Operations for both Nationwide Marketing Solutions and Color Tech Printing & Mailing. Now, Jim oversees all mailhouse activity as the current mailhouse general manager.

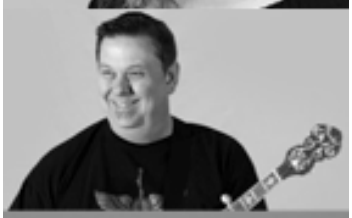
During Jim's career history, he successfully owned his own advertising agency for 7 years. With a well established skill set, he was presented with a senior management positions with Smith+Noble, a leading catalog window treatment company based out of Corona, CA where he develop a successful print catalog and online e-commerce division that grossed $700M in annual revenue.

Molly Hervey, Art Director/Marketing Manager

Molly has been an artist for most of her life. Attending the Orange County High School of the Arts for Visual Arts and also graduating from Chapman University with a BA in Advertising Communications and Graphic Design, Molly shares a passion for fine art and design education.

Today, Molly utilizes her eye for color and form in her graphic design and art direction responsibilities. Starting at PSB as Graphic Designer in the Design Department, Molly now works directly with brand management inside the Marketing Department.

As the Senior Graphic Designer/Marketing Coordinator, Molly organizes and oversees all internal marketing projects and also works on client projects.



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Vito Labellarte, Design Supervisor and Traffic Manager

Vito was born in Los Angeles, but raised in Southern Italy where most of his education focused around art. Art quickly became one of his favorite subjects throughout college where he received his BFA from California State University Fullerton.

Vito has 15 years of experience as a graphic designer. Before joining PSB in 2002, Vito worked at Knott's Berry Farm as a designer for their Surf Wear division. He was in charge of marketing, creating mailers, logos, and ads.

Currently, Vito works as a graphic designer, manages the PSB work schedule and project trafficking. His strong eye is helpful as he reviews all client projects prior to production.

"Q" Aloi, Senior Art Director

Q (extremely short for Suzanne) is an award winning graduate of Art Center College of Design with 35 years of experience and has worked with such top brands as; Shimano, Discovery Channel, Smithsonian, Mattel and Disney.

She is a highly versatile designer and illustrator and has been with PSB for 13 years. Her talents reveal themselves in all areas of the creative process including; logos, branding, print, web, packaging and exhibit design.

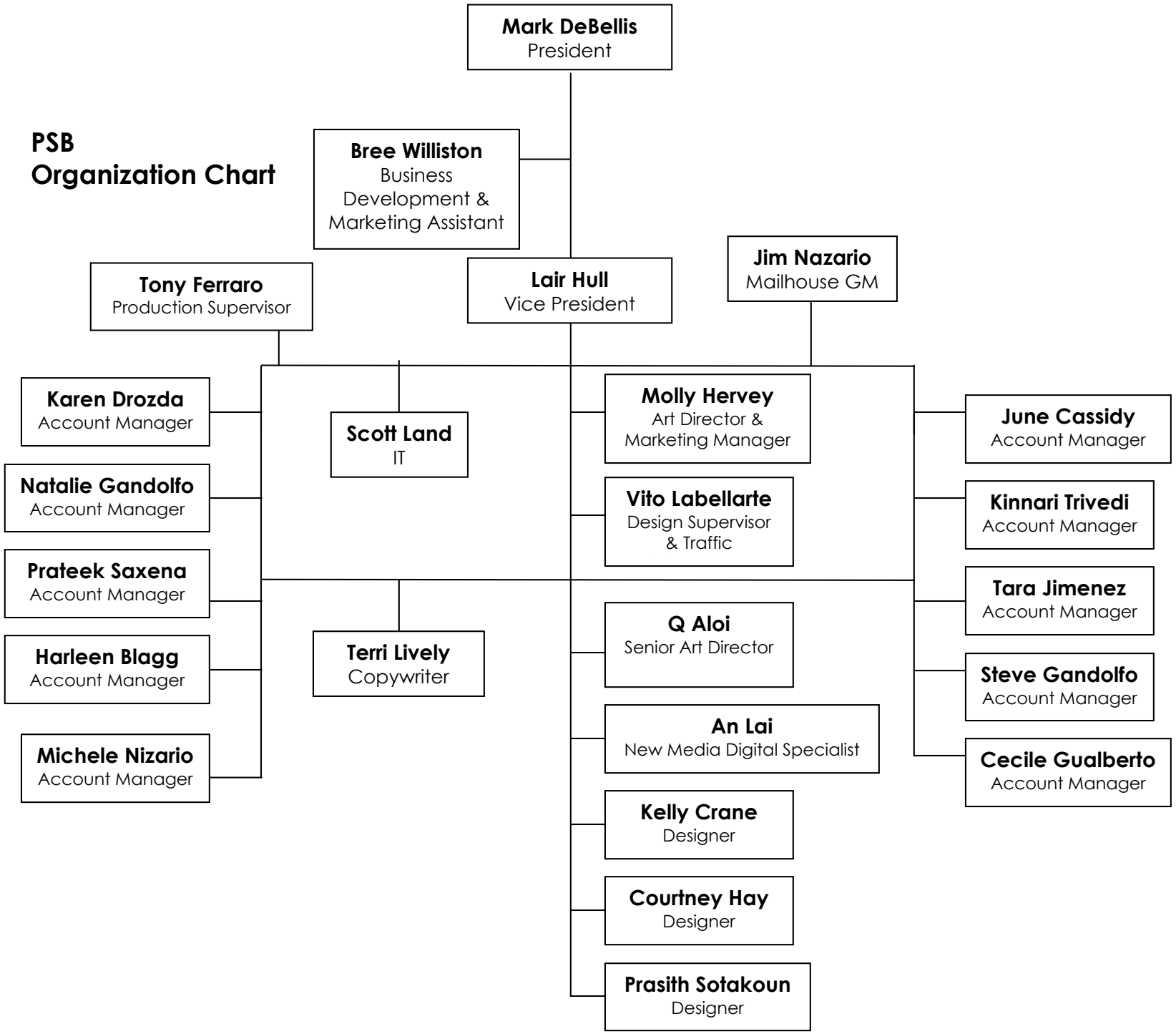
In her spare time she enjoys donating her talents to benefit local and international nonprofit organizations. She is passionate when it comes to inspiring creativity in children and has even traveled to remote villages in Africa to teach drawing classes.

An Lai, New Media Digital Specialist

An's passion for design was shaped long before she started school. Pursuing her dream in digital art, she self-learned image manipulation and digital painting in high school. She then attended The Art Institute of California and received her Bachelor degree in Media Arts and Design. Immediately after graduation, she was hired by a local TV station as the lead digital artist.

An currently works as the digital specialist at PSB, focusing on design with technical media, including motion graphics, web and interactive media design. She continues to adapt and grow her skills to accommodate the market's demand.

PSB
Organization Chart



References with Contact Information

City of Mission Viejo
Production of Mission Viejo Recreation Brochure
Karen Hamman - City Clerk, Director of Communications
Mission Viejo 200 Civic Center, Mission Viejo, CA 92691
949.470.3033
khamman@cityofmissionviejo.org

Communications Lab
Production of Laguna Hills City Views and Community Service Activity Guide
Brian Lochrie - President
25 Orchard, Lake Forest, CA 92630
949.215.5539
brian@communicationslab.com

Contra Costa Water District
Monthly Newsletter Program, Annual Reports, Corporate Material
Gina Oltman – Public Information Specialist
1331 Concord Ave., Concord, CA 94520
925.688.8010
goltman@ccwater.com

Beach Cities Health District
Posters, Post Cards, Directories, Brochures, Newsletters
Cristan Higa - Communications Manager
514 N. Prospect Avenue, Redondo Beach, CA 90277
310.374.3426 – ext.117
Cristan.Higa@bchd.org

Discovery Science Center
Signs, Booklets, Brochures, Calendars, Post Cards, Catalogs, Newsletters
Marcella Surra - Marketing Director
2500 No. Main Street, Santa Ana, CA 92705
714.913.5023
msurra@discoverycube.com

Auction.com
Post Cards, Brochures, Handbooks
Patrick Mansour - Marketing Director
1 Mauchly, Irvine, CA 92618
949.672.3653
patrickm@auction.com

Testimonials

"We can depend on PSB to present high-quality work on the first draft, making adjustments without drama, and deliver final products that meet our needs without missing a deadline."
—Gina Oltman, Public Information Specialist, Contra Costa Water District

"The quality and workmanship are top notch. Please extend my great thanks and appreciation to everyone there who had a hand in creating a positively marvelous promotional piece."
—Marcella Surra, Discovery Science Center

"They're local, creative and incredibly responsive to any needs I've ever had. I know they will do a bang-up job in whatever you end up with."
—Stacy R. Thorn, Shimano American Corporation

"I realize that we came to PSB with a short time frame and blank sheet of paper to get this project rolling. I want to tell you how much I appreciate everyone there stepping up and helping us to hit our deadline."
—Dan Malloy, Green Street Advisors

"Whoohoo! They're beauteous! They look – and feel – so much better 'in person.' I'll go spread the magic word 'dropped,' which will cause much rejoicing in the land of VQ!"
—Cathy Mestas, VQ OrthoCare

"Yes, even our remote creative and graphic service providers have been impressed with the quality of service."
—Ted Ramirez, AMVAC

"I have used PSB for a wide range of projects and never once have I been behind schedule or over budget. I have found their service, product quality and creativity to be consistently outstanding."
—Delynn Byars, SVP of Marketing, First South CU

"We had a terrific response, which well exceeded our goals. We couldn't have done it without them!"
—Kimberly Wert, Marketing Coordinator, NIH FCU

"As always, thank you all for your great work and on-time delivery."
—Bill Prystauk, Marketing Manager, ECUUS

"You all make our jobs so much easier." "I turn to PSB for support, advice and ideas. Their service is absolutely second to none."
—Jeffrey Deck, Marketing Representative, Delta Community CU

"PSB is so great to work with ... they know what we expect and always deliver."
—Evelyn Hobbs, Director of Marketing, Mid-Atlantic FCU

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Certification of Understanding

PSB here by states that we understand the requirements stated in this Request For Proposal

_____

(Signature required)

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Work Plan

PSB has been fortunate enough to be a current supplier to other organizations with similar product requirements. We are able to maintain a consistent and dependable output because of our ongoing commitment to quality and excellence.

We would provide the following approach to the accomplishment of your project objectives:

1) Initial discovery meeting with the project manager at City of Laguna Hills and the PSB team to discuss all details pertaining to the printing of City Views and Community Services Activity Guide.

2) At the start of each project cycle, we would meet with our project liaison from the city to discuss the following:
    a. Objectives for the issue
    b. Theme overview
    c. Content overview

3) Our account manager will put together the project parameters and enter the project into our job management system.

4) Our Account Manager will then provide a project timeline to the city.

5) After communicating with the city, our Account Manager prepares an internal project file with specifications and critical details. Then, communicates the project timeline to our entire organization through individual face-to-face staff meetings and our Virtual Ticket/Job Manager project workflow database.

6) The project is scheduled with the goal of meeting The City of Laguna Hill's target dates. **PSB guarantees that the material will be completed on time.**

7) ** If contracted to complete the design as well as the printing of the City Views and Community Services Activity Guide,* PSB's graphic designers will come up with creative design and layout of the project.

8) PSB's creative team will develop three alternative creative layouts for the project. These concepts will then be fine-tuned to develop the artwork and color palette to manage the entire project layout.

9) A high resolution PDF of the project will be provided to The City of Laguna Hills upon design completion.

10) After receiving edits from both parties, via email or upload, the designer will have a final copy of the project ready to receive final approval. PSB understands that there may be multiple rounds of PDF drafts required to accommodate changes to either text or images.

11) After receiving approval on the documents, the designer will prepare and deliver files for print. **PSB can also prepare files to be placed on the web.*

12) Lastly, the project manager will provide via email, a final, print-quality PDF of each project to the City of Laguna Hills.

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13) After receiving a print ready file for the project, we then produce color proofs and review internally for any errors or mistakes. We run "spell check" and also look for the most common forms of errors found in similar documents.

14) We order the paper for the project and place it into our "work in process" inventory.

15) We preflight the file in our pre-press department and check for any errant issues with photos, images or settings.

16) We produce a final proof and prepare for client and internal review.

17) We will then submit a high resolution proof for approval prior to printing.

18) Upon approval we produce plates for print production.

19) The project is put on press.

20) After the initial production of the first press proof, we review the proof against the press sample to ensure consistency. Both the account manager and the production supervisor sign off on the project. We check for color densities and print consistency. Throughout the print run, we check for consistency and densities to ensure we have the highest level of quality.

21) After review, the press run continues to its completion and the project is allowed to dry to ensure that the ink cures. Then the project is then moved to our finishing department where it is trimmed, bound and packaged to specifications.

22) The project is labeled/boxed according to the requirements of the post office where the and prepared for delivery and distribution.

We currently manage similar projects for other municipalities. Our project work flow/turnaround time for **print only** is as follows:

Day 1: Receipt of artwork

Day 2: PSB receives internal proof, confirms quantities/stock and schedules for production.

Day 3-6: Proof and bindery complete (all work done in-house)

Day 7: Mail processing

Day 8: Delivery to the Post Office

CITY OF LAGUNA HILLS

COST SUMMARY SHEET
FOR
PRINTING SERVICES
FOR CITY VIEWS &
COMMUNITY SERVICES ACTIVITY GUIDE PUBLICATION

Please use this Cost Summary Sheet to provide a quote for this project (fill in each item). Proposals must be received by 5:00 p.m. on Friday, September 13, 2013.

ITEM NO.	DESCRIPTION	15,010 copies of City Views & Community Services Activity Guide (20 pages, 12" x 18" sheets)	Up to Seven (7) Issues	TOTAL AMOUNT
1	Print, Collate, Saddle Stitch, and Trim	$ 6,895.00	x 7	$48,265.00
2	Preparation for Mailing (Mailhouse Services)	$ 500.00	x7	$3,500.00
3	Sales Tax (if applicable)	$ NA	x 7	NA
4	Delivery to USPS	$ No charge	x7	No charge
5	Applicable Discounts	$ NA	x7	NA
6	Additional Charges (if applicable)	$ NA	x7	NA
7	Total Cost per Issue	$ 7,395.00	x 7 =	$ 51,765.00
			TOTAL BID	$51,765.00

TOTAL BID IN WORDS:

Fifty-one thousand, seven hundred and sixty-five dollars DOLLARS

AND _____ CENTS

Certificate of Warranty Regarding Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally- Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the firm assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the firm receives Federal assistance awarded by the U.S. DOT or FTA.

_____

(Signature required)

Conflict of Interest

PSB has disclosed any financial, business or other relationship with The City of Laguna Hills or other entity that the City of Laguna Hills Board of Supervisors governs, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provided is a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services we proposed to provide. Disclosed is any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work. We believe that no conflict of interest exists or would exist.

_____

(Signature required)

Validity of Proposal

PSB certifies that this proposal be valid for at least 60 days. Offeror shall state the length of time for which the submitted proposal shall remain valid below:

_____ _____

Validity of Response (in days) Signature required

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Summary

Our role at PSB is clear: to get the job done. You can rely on us to come through every time.

PSB represents the *new spirit of communications*…the effective integration and optimization of mindset, message and medium. PSB assures you of the fastest response time, highest quality solutions, and ensured delivery of project timelines and goals.

It's a lofty service level only PSB can promise after two decades of precisely integrating clients' unique visions with our experience – and creating relevant solutions for the most viable consumer medium.

The reliable spirit of "can-do". PSB is your clutch partner, never missing a deadline – even the most challenging ones. The old step-by-step agency model simply cannot keep pace with the ever-multiplying marketing demands. PSB can, and we do!

PSB Integrated Marketing delivers the unified resources to multiply and maximize your effectiveness, keeping you ahead of the new business world. Let us spoil you with service and knowhow.

Our people and processes have been developed with creativity, expertise and quality in mind.

PSB has embraced the GREEN principles in our work and the work we do for our clients. Responding to the global climate concern, PSB Integrated Marketing took proactive steps in protecting our nation's forests. In April 2007, our firm joined forces with the Forest Stewardship Council (FSC) to offer its clients FSC-certified papers. FSC is an international organization, which brings people together to find solutions that promote responsible stewardship of the world's forests – our best line of defense against carbon dioxide build-up in the atmosphere. It is the only forest management program to provide a global set of standards for responsible logging; and the only such program to be endorsed by industry, environmental groups, and indigenous peoples alike. Although PSB no longer carries the FSC stamp, we still follow all of the FSC standards when running our business. We also utilize our own designation showing that we use eco-friendly paper stock and soy ink.

We exist to make your job easier and hope to have the chance to share our story with the City of Laguna Hills.

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3.8 ADOPTION OF AN ORDINANCE REGULATING OVERNIGHT PARKING IN CITY-OWNED PARKING LOTS

THE CITY COUNCIL ADOPTED ORDINANCE NO. 2014-2, AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 11-12 OF TITLE 11 OF THE LAGUNA HILLS MUNICIPAL CODE, REGARDING STOPPING, STANDING AND PARKING, TO ADD PROVISIONS PERTAINING TO THE REGULATION OF PARKING ON CITY PROPERTY AND THE PROHIBITION OF OVERNIGHT PARKING AT THE LAGUNA HILLS COMMUNITY CENTER SPORTS COMPLEX PARKING LOTS AND CABOT PARK."

3.9 CLAIM AGAINST THE CITY, LAUREEN HEINZ

THE CITY COUNCIL REJECTED THE CLAIM AND DIRECTED THE CITY CLERK TO SEND A REJECTION LETTER.

4. PLANNING AGENCY

Mayor Blount recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:13 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Blount, Vice Chair Gilbert, Agency Member Bressette, Agency Member Carruth, and Agency Member Kogerman

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MAY 27, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE MAY 27, 2014, REGULAR MEETING, BY M/AGENCY MEMBER KOGERMAN, S/AGENCY MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council Meeting at 7:14 PM. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

Mayor Blount took this item out of order on the Agenda.

6.2 Public Services Director/City Engineer

6.2.1 SOUTHERN CALIFORNIA GAS COMPANY ADVANCED METER PROJECT

Eight Laguna Hills residents spoke in opposition regarding the Southern California Gas Company Advanced Meter Project.

THE CITY COUNCIL DIRECTED STAFF TO DEFER ISSUANCE OF ANY PERMITS UNTIL THE JULY 8, 2014, CITY COUNCIL MEETING, AND REQUESTED THAT STAFF WORK WITH THE SOUTHERN CALIFORNIA GAS COMPANY TO DETERMINE BETTER POLE LOCATIONS FOR BRADFORD LANE AT NOTTINGHAM COURT; SHENANODH DRIVE AT HIDDEN HILLS ROAD; MAVERICK CIRCLE CUL-DE-SAC; AND BOOTHILL COURT AT DILLION ROAD AT A MINIMUM, AND THAT STAFF REACH OUT TO EVERYONE WHO ADDRESSED CITY COUNCIL TONIGHT, PARTICULARLY THE MOULTON RANCH I HOA, AND BRING THE ISSUE BACK TO THE JULY 8, 2014, MEETING FOR FURTHER PUBLIC COMMENT AND DIRECTION; ALSO BRING BACK PHOTO SIMULATIONS OF THE POLES AND LOCATIONS AND INCLUDE A PHOTO SIMULATION COMPARISON TO STANDARD LIGHT POLES, TO INCLUDE THE WRITTEN OPINIONS OF HOMEOWNER ASSOCIATIONS AS TO THEIR REQUIREMENTS IF THE LOCATIONS WERE MOVED TO HORSETRAILS/ SLOPES/OPEN SPACES AND THE COSTS AND CONDITIONS OF RELOCATING; TO INCLUDE FINDINGS FROM THE PUBLIC UTILITIES COMMISSION AND THIRD PARTY DOCUMENTATION, REGARDING RADIO FREQUENCIES; AND TO INCLUDE COSTS TO RESTRUCTURE ENTRANCES/EXITS TO HORSETRAILS TO ACCOMMODATE HEAVY TRUCKS, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER MELODY CARRUTH.
APPROVED BY A VOTE OF 5-0.

2. PUBLIC COMMENTS (CONTINUED)

Mayor Blount took this item out of order on the Agenda.

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: JUNE 24, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT

ISSUE: ADOPTION OF A NEGATIVE DECLARATION AND APPROVAL OF CASE NO. GPA/ZC/ZTA-06-13-2608 - GENERAL PLAN AND DEVELOPMENT CODE AMENDMENTS TO ESTABLISH AN OVERLAY ZONE DISTRICT ("HOSPITALITY OVERLAY ZONE") AND ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES OVER AN AREA OF +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA

RECOMMENDATION: THAT THE CITY COUNCIL:

(1) RESUME THE PUBLIC HEARING FOR THIS ITEM, WHICH WAS CONTINUED AT THE MAY 13, 2014 CITY COUNCIL MEETING;
(2) ADOPT A RESOLUTION ADOPTING A NEGATIVE DECLARATION FOR CASE NO. GPA/ZC/ZTA-06-13-2608;
(3) ADOPT A RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO. 06-13-2608; AND
(4) INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) AND THE OFFICIAL ZONING MAP TO ESTABLISH THE "HOSPITALITY OVERLAY ZONE (HOZ)" OVERLAY DISTRICT AND RELATED ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES ON +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA WITHIN THE FREEWAY COMMERCIAL (FC) AND MIXED USE (MXU) ZONING DISTRICTS."

SUMMARY:

In response to anticipated increased hotel demand in Orange County for the foreseeable future, staff recommends the City Council establish a “Hospitality Overlay Zone” (HOZ) in North Laguna Hills over +/- 19 acres south of Lake Forest Drive and west of Avenida de la Carlota. The overlay zone will establish alternative development standards for future hotel

development at specific properties in the Mixed Use and Freeway Commercial zones near Interstate 5 (I-5). A General Plan Amendment is needed to establish policies promoting the encouragement of hotel uses by allowing higher development intensity to occur. Amendments to the City's Development Code are necessary to define the boundaries of the overlay district and establish the development standards for hotel improvements in the proposed HOZ.

INTRODUCTION TO OVERLAY ZONING:

Similar to conventional zoning, an overlay zone applies specific regulations to land uses within a targeted area of the City. An overlay zone differs from conventional zoning in that it is layered on top of an underlying zoning district, or "base" district. A development proposal located within an overlay zone must meet the requirements of the base zoning district *and* the overlay zone, if applicable. Overlay zoning is often referred to as "value-added" zoning because it conveys benefits to property owners that are otherwise unavailable under the "base" zoning district. Where base district zoning standards and overlay zone standards are in conflict, the overlay zone standards will supersede the base district zoning standards.

BACKGROUND:

Orange County is currently experiencing an increase in hotel development with notable projects having recently been completed or having begun construction in nearby cities. Laguna Hills currently has four hotels within its jurisdiction and enjoys a number of benefits associated with hotels, such as increased local spending and collection of Transient Occupancy Tax (TOT).

Existing Laguna Hills Hotels	
Name	*Address*
Comfort Inn	23061 Avenida de la Carlota
Courtyard by Marriott	23175 Avenida de la Carlota
Laguna Hills Lodge	23932 Paseo de Valencia
The Hills Hotel	25205 La Paz Road

After observing the upward trend in hotel development and projected long-term demand for hotel rooms given the desirability of Orange County as a tourism destination and business activity hub, staff examined the City's potential for hotel development and determined that North Laguna Hills, in the area of Lake Forest Drive, Avenida de la Carlota, and the I-5 Freeway, is an ideal location for an overlay zone encouraging hotel development. The primary reason is the access and visibility to Interstate 5, South Orange County's popularity as a tourism destination, proximity to regional business centers, and reasonable distance to John Wayne Airport. Two of the City's four hotels (Comfort Inn and Courtyard by Marriott) are located in this area and patrons routinely cite convenient access to the freeway as a primary motivator in their decision to stay at these hotels. North Laguna Hills is also ideal due to the number of existing high-density, 2-6 story office buildings that could be repurposed in a hotel development project.

Notable OC Hotel Development Projects

Irvine: Near-complete 210-room Courtyard by Marriott in the Irvine Spectrum.

Aliso Viejo: Proposed 100-150 room hotel on a 2.5 acre site near Enterprise Drive & Aliso Viejo Parkway.

Tustin: Completed 149 suite Residence Inn & 145 room Fairfield Inn & Suites at the 55 Freeway & Edinger.

Mission Viejo: Approval of a 101 room hotel at Avery & Marguerite Parkway.

Huntington Beach: Proposed 250 room Pacific City Hotel between Beach Boulevard & Main Street.

Newport Beach: Proposed 130 room Lido House Hotel on former City Hall property.

Anaheim/Garden Grove: 14 new hotels expected in the next 3-5 years.

Currently, any future hotel development proposal must comply with the development standards for the zone, as described in the Development Code. After reviewing the Development Code, staff determined that some of the current development standards for the Mixed Use (MXU) and Freeway Commercial (FC) zones are too restrictive to accommodate future hotel development. For example, the current building height restrictions and maximum building area limitations in these zones would preclude a practical hotel development. To make the City more attractive for potential hotel development, one approach would be to amend the Code to provide more flexible development standards for the entire MXU and FC zones, which would encompass nearly all of the commercially zoned land in North Laguna Hills. If the City took this approach, the revised development standards would apply to all land uses within the zone. However, given the adjacency of residential uses to certain areas of the MXU and FC zones, and the potential for hotel uses to impact sensitive residential uses, staff determined a more appropriate approach is to establish an overlay zone, over a targeted area, that will apply only to hotel uses within a small portion of the MXU and FC zones where residential uses would not be affected by future hotel projects.

PROJECT DESCRIPTION AND ANALYSIS:

The City maintains the ability to create and modify development policies and standards within the community through the General Plan and the Development Code by action of the City Council. Whereas the General Plan sets broad development policies and expectations for new development, the Development Code works to set specific parameters on the use and development of property. Typically, these parameters establish the types of allowable uses on property, the size of buildings, required parking, and other desirable standards the community may want to incorporate in development.

The proposed action is to amend the City's General Plan and Development Code to facilitate hotel development over a +/- 19-acre portion of area in North Laguna Hills. Since the City's General Plan and Development Code work together to determine how development occurs within the City, both must be amended. The proposed General Plan Amendment would provide for alternative intensity limits for new hotel development occurring within two specific General Plan land use districts (Freeway Commercial and

Mixed Use) and establish policies consistent with encouraging hotel development, while the proposed modifications to the City's Development Code would establish the boundaries of the proposed overlay zone and the development standards for new hotels within the overlay zone. The proposed amendments are described below in more detail.

Proposed General Plan Amendment:

The General Plan is often referred to as a city's "constitution for development," establishing comprehensive and long-range objectives, principles, standards, and proposals to guide the orderly growth and development of a community.[1] A general plan typically makes broad policy statements to establish ideas or themes concerning future growth and development. Policy statements that identify appropriate development for the City are contained in the Land Use Element of the City's General Plan. In the instant case, staff is recommending the City's Land Use Element be amended to create polices that encourage hotel development in North Laguna Hills.[2] These policy amendments would increase allowable building density in the General Plan through a mechanism known as a floor area ratio (FAR).[3] Current policies provide that FAR in the Mixed Use and Freeway Commercial General Plan Land Use designations be set at .40 and .38 respectively – the proposed policies would increase FAR to 1.0 for hotel development. The mechanics of FAR are described in more detail elsewhere in this report.

As one of the themes contained in the City's General Plan Land Use Element is the enhancement of the local economy, a number of goals and policies encourage infill development and other activities to spur on economic development. For example, Goal LU-3 encourages "infill development that involves the revitalization of property in an economically and environmentally sustainable manner" and Policy LU-7.4 establishes that the City should "encourage private property owners to revitalize, upgrade, and beautify aging and underperforming commercial and business areas."

As a practical matter, the best encouragement the City can provide property owners to upgrade property is to increase the scale or intensity of development allowed as an incentive for redevelopment. The amendments to the City's Land Use Element, as depicted in Exhibit A to the proposed Resolution amending the City's General Plan (**Attachment 3**)**,** will introduce the idea that more flexible development standards could be used in certain areas of North Laguna Hills as a tool to help facilitate hotel development and thus establish the policy framework through which increased allowable development intensity for hotels may be implemented though establishment of the HOZ.

Proposed Development Code Modifications:

[1] Pursuant to state law, the general plan document is required to include seven mandatory elements including Housing, Land Use, Circulation, Conservation, Noise, Open Space, and Safety. The City also maintains an optional Public Facilities element.
[2] State law allows each general plan element to be amended up to four times per year.
[3] Floor Area Ratio ("FAR") is a ratio of allowable building area to lot size. FAR is calculated by dividing the size of a property into the total square footage of a building (including all floors).

As described above, the Development Code must be amended to establish the HOZ boundaries, to formally add the HOZ designation to the City's zoning map, and to provide for the additional or alternative development standards that will be applied to hotel developments within the HOZ. The proposed HOZ will encompass approximately 19 acres of property in the MXU and FC zones as depicted in Exhibit B to the proposed ordinance **(Attachment 4).** A summary of the specific properties included in the HOZ, and the current land uses on each, is as follows:

Properties Within the Hospitality Overlay Zone		
Address	*Zone*	*Description*
23002 Lake Forest Drive	MXU	Carl's Jr. restaurant
23052 Avenida de la Carlota	MXU	Carl's Jr. restaurant
23041 Avenida de la Carlota	MXU	5-story office building
23046 Avenida de la Carlota	MXU	7-story office building
23061 Avenida de la Carlota	MXU	3-story Comfort Inn hotel
23175 Avenida de la Carlota	FC	5-story Courtyard by Marriott hotel
23421 South Pointe Drive	MXU	3-story office building
23441 South Pointe Drive	MXU	3-story office building
23461 South Pointe Drive	MXU	4-story office building

The HOZ would apply only to these properties and would provide for an alternative set of specified development standards to be applied to hotel uses only.

The proposed text amendments to the Development Code establish the development standards that will be applied to hotel uses within the HOZ. These development standards are designed to be more accommodating for a hotel use than what is otherwise typically allowed for other developments in the underlying zoning district. The table below summarizes the proposed alternative development standards for hotel uses in the HOZ, compared to the generally applicable development standards for all other uses in the MXU and FC zones.

Hospitality Overlay Zone Development Standards Comparison			
Dev. Standard	**MXU**	**FC**	**HOZ**
Lot Coverage	50%	50%	50%
Max Density	.38 FAR	.40 FAR	1.0 FAR
Max Height	40'	50'	75'
Setbacks:			
Parking lot	10'	10'	5'
Parking structure	20'	20'	10'
Building	20'	20'	10'
Side (interior)	10'	10'	10'
Side (street)	15' (parking 10')	15'	10'
Rear	15'	15'	15'
Min. Landscape	15%	15%	15%

- Lot Coverage: The maximum allowable lot coverage of 50% currently allowed in the MXU and FC zones is not proposed to change for hotel uses in the HOZ.

- Maximum Density: The Development Code measures commercial development intensity in terms of Floor Area Ratio ("FAR"), which is a ratio of allowable building area to lot size. FAR is calculated by dividing the size of a property into the total square footage of a building (including all floors). For hotel development only, the maximum FAR in the HOZ is proposed to be set at 1.0, compared to the generally applicable maximum FARs of 0.40 in the FC zone and 0.38 in the MXU zone. This enhancement will afford property owners within the HOZ much greater flexibility in terms of "buildable" square footage for hotel development. For example, under the MXU zone's current development standards, a property owner with a 50,000 square foot property could be allowed up to +/- 19,000 square feet of hotel use. Under the HOZ's proposed FAR maximum, the same property owner would be allowed 50,000 square feet of hotel use.

- Maximum Height: In lieu of the generally applicable maximum building height limitation of 40 feet in the MXU zone and 50 feet in the FC zone, it is proposed that hotels within the HOZ be permitted to be built up to a height of 75 feet. Increasing the maximum allowable building height for hotels will allow property owners within the HOZ to more fully utilize the additional FAR afforded to them for hotel uses.

- Setbacks: The proposed minimum building setbacks for hotels in the HOZ would be reduced five to ten feet compared to the generally applicable standards for the MXU and FC zones. The reduced setback requirement will increase the building envelope for properties within the HOZ and offer greater flexibility when designing a site for a hotel project.

- Minimum Landscaping: The 15% minimum landscaping requirement for development in the MXU and FC zones is not proposed to change for hotel uses in the HOZ.

Four chapters in the Code will need to be amended in order to incorporate these development standards for hotel uses in the HOZ.

<u>Update of Chapter 9-10 "Zoning Districts Established":</u>

Chapter 9-10 in the Code contains a land use matrix that illustrates the land uses permitted in the City and where they are permitted. The matrix listing for "hotel/motel" will need to be updated to include a cross-reference to the new HOZ text in Chapter 9-11. This will be added to the "reference" column in the land use matrix.

<u>Update of Chapter 9-11 "Overlay Districts":</u>

Chapter 9-11 is the primary chapter in the Code that discusses overlay districts. This chapter will need to be amended to add a Code section describing the purpose and intent, location, and development standards for the HOZ.

Update of Chapters 9-26 and 9-30:

Chapters 9-26 and 9-30 in the Code describe the requirements for the Freeway Commercial and Mixed Use zones, respectively. The land use table entries for "hotel/motel" in each chapter will need to be updated to include a cross-reference to the HOZ text in Chapter 9-11. This will be added to the "reference" column in each land use table.

All of the changes to the Development Code described above are depicted in Exhibit A in **Attachment 4.**

PUBLIC COMMENT:

On July 25, 2013, planning staff held a public workshop for all property owners within 300 feet of the HOZ and interested members of the public. The purpose of the workshop was to explain the concept of overlay zoning, introduce the HOZ project, and solicit feedback. A representative of Coco's Restaurant (23000 Lake Forest Drive) attended and expressed his general support for the project.

In addition to the workshop, two courtesy notices were sent to property owners within 300 feet of the HOZ, with the first being sent in September of 2013 and second in March of this year. These notices served as further notification of the HOZ project and as an invitation to review and comment on the Initial Study and Negative Declaration prepared for the project. No comments were received as a result of these notices.
Prior to the previously scheduled public hearing for this project (May 13, 2014), planning staff was contacted by the City of Irvine which expressed concern over the traffic impact analysis that had been conducted in the project's Initial Study and Negative Declaration. In the spirit of cooperation, staff met with the City of Irvine in order to more fully explain the scope of this project and to better understand their concerns. Based upon the information provided to them, the City of Irvine has indicated that their concerns have been satisfied.

CEQA FINDINGS:

Pursuant to Public Resources Code Section 21080(c)(1), and Section 15070(a) of the CEQA Guidelines, set forth in the California Code of Regulations, Title 14, Staff has prepared an Initial Study to evaluate the potential for environmental impacts as a result of the proposed General Plan and Development Code Amendments. Based on the conclusions of the Initial Study, and in light of the whole record, Staff recommends adoption of a Negative Declaration because the proposed General Plan and Development Code Amendments will not result in any significant impacts on the environment or to the public health, safety, and welfare. Pursuant to CEQA Guidelines Sections 15072(a) and 15072(b), a Notice of Intent to adopt a Negative Declaration was prepared and distributed

to the public, and a public review period for the Draft Negative Declaration was held from March 27, 2014 through April 15, 2014. No public comments were received during this period, but on May 12, 2014 the City of Irvine expressed concern over potential traffic impacts in the area of the HOZ as a result of future hotel development. No hotel development is being proposed at this time and none are anticipated, but to address the City of Irvine's concern, staff updated the project's Initial Study and Negative Declaration to include analysis of future traffic impacts under a full "build-out" scenario where every property included in the HOZ was converted to a hotel (existing hotel uses remained). The analysis found that under such a scenario, the total number of AM peak hour trips would be reduced by 30% and PM peak hour trips would be reduced by 13%. Based on the additional analysis, the City of Irvine withdrew their concern. The proposed Negative Declaration and Initial Study are included as **Attachment 1**. A proposed Resolution for the City Council's adoption of the Negative Declaration is included as **Attachment 2.**

CONCLUSION:

The proposed General Plan Amendment and Development Code Amendment to establish a Hospitality Overlay Zone will benefit the City by creating an area that is attractive for future hotel development. The proposed location for the HOZ is ideal since it is close to the I-5 Freeway and has a number of existing high-density office buildings and two hotels. The City collects a significant amount of Transient Occupancy Tax each year (over $1,000,000 in the 2011-2012 fiscal year) and approval of this project could spur development of new hotels or encourage existing hotels to renovate their facilities.

ATTACHMENTS:

1. Negative Declaration and Initial Study
2. Proposed Resolution for Adoption of a Negative Declaration
3. Proposed Resolution for Approval of General Plan Amendment No. 06-13-2608
4. Proposed Ordinance for Approval of a Development Code Amendment
5. Orange County Register article dated January 2, 2013
6. Orange County Register article dated March 21, 2014

GPA/ZC/ZTA-06-13-2608
Attachment #1

Negative Declaration & Initial Study

Initial Study/Negative Declaration

Hospitality Overlay Zone

GPA/ZC/ZTA-06-13-2608

Prepared by:

City of Laguna Hills
Community Development Department
24035 El Toro Road
Laguna Hills, CA 92653

Public Hearing Date:

~~April 22~~June 24, 2014

INITIAL STUDY

1. **Project Title:** The City of Laguna Hills Hospitality Overlay Zone

2. **Lead Agency Name & Address:** City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

3. **Contact Person and Phone Number:** Chris Dominguez
Assistant Planner
City of Laguna Hills
Phone: (949) 707-2662
Email: cdominguez@ci.laguna-hills.ca.us

4. **Project Location:** ~~Eleven~~ Nine properties encompassing approximately 19 acres in North Laguna Hills as depicted in the map provided in **Exhibit A.**

5. **Project Sponsor's Name and Address:** City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

6. **General Plan Designations:** Two General Plan land use designations are affected, which include: Mixed Use (MU); and Freeway Commercial (FC).

7. **Zoning Designations:** Two zoning districts are affected, which include: Mixed Use (MXU); and Freeway Commercial (FC).

8. **Project Description:**
The proposed project will amend the City of Laguna Hills General Plan and Development Code to create a Hospitality Overlay Zone. This overlay zone will cover ~~eleven~~ nine properties and approximately 19 acres in North Laguna Hills near Avenida De La Carlota and Lake Forest Drive. Specific properties included in the overlay zone are located at: 23175 Avenida De La Carlota; 23461 South Pointe Drive; 23441 South Pointe Drive; 23421 South Pointe Drive; 23041 Avenida De La Carlota; 23046 Avenida De La Carlota; 23061 Avenida De La Carlota; 23052 Avenida De La Carlota; ~~23002 Avenida De La Carlota;~~ and 23002 Lake Forest Drive. The purpose of the overlay zone is to encourage hotel development, by providing more flexible development standards (e.g., required parking, building setbacks, allowable building area, etc.) than what is typically allowed in the Mixed Use and Freeway Commercial zones. In addition, a minor General Plan amendment is

included to ensure consistency between the City's General Plan and proposed amendments to the Development Code. No specific development proposal is being considered at this time.

9. Surrounding Land Uses and Setting:

The proposed Hospitality Overlay Zone is surrounded by the I-5 Freeway to the north and east, and by a variety of uses to the south and west, including warehouses, professional offices, manufacturing, auto repair, and a commercial shopping center. While the surrounding area is highly industrial in nature, many land uses within the project area are located to maximize the area's close proximity to the I-5 Freeway. For example, two hotels located in the project area benefit from access and visibility to the freeway.

10. Required Approvals:

This project requires approval of a Zone Change, Zoning Text Amendment, General Plan Amendment, and CEQA document certification by the Laguna Hills City Council. The Zone Change establishes the boundaries of the proposed overlay zone, the Zoning Text Amendment will establish the development standards for new hotels within the overlay zone, and the General Plan Amendment will establish intensity limits for new development occurring within the overlay zone boundaries.

ENVIRONMENTAL DETERMINATION

Environmental Factors Potentially Affected:

☐	Aesthetics	☐	Agriculture & Forest Resources	☐	Air Quality
☐	Biological Resources	☐	Cultural Resources	☐	Geology/Soils
☐	Greenhouse Gas Emissions	☐	Hazards & Hazardous Materials	☐	Hydrology/Water Quality
☐	Land Use/Planning	☐	Mineral Resources	☐	Noise
☐	Population/Housing	☐	Public Services	☐	Recreation
☒	Transportation/Traffic	☐	Utilities/Service Systems	☒	Mandatory Findings of Significance

Determination (To be completed by the Lead Agency):

☒	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
☐	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
☐	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
☐	I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect has 1.) been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2.) has been addressed by mitigation measures based on the earlier analysis as prescribed on attached sheets. An ENVIRONMENTAL IMPACT REPORT (EIR) is required, but it must analyze only the effects that remain to be addressed.
☐	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects have 1.) been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and 2.) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Chris Dominguez, Assistant Planner Date

ENVIRONMENTAL CHECKLIST

1. Aesthetics:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within view from a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

Discussion:

a-d.) No impact. The proposed amendments to the General Plan and Development Code to create the Hospitality Overlay Zone will not adversely impact a scenic vista, damage scenic resources, degrade the existing visual character of the site and its surroundings, or create a new source of substantial light or glare. This project will establish policies for future development of hotel uses, but no specific development proposal is under consideration at this time. The General Plan Program EIR identifies Laguna Hills as a nearly built out community (City of Laguna Hills, 2009), so future development of hospitality-related land uses is expected to occur as infill development using existing commercial structures. Further, according to the California Department of Transportation Scenic Highway Mapping System, there are no state-identified scenic highways in Laguna Hills (California Department of Transportation, 2011).

Should future development occur as a result of this project, any potential impacts relating to scenic vistas and visual resources will be analyzed separately under CEQA as each development occurs. These developments would be subject to the City's design regulations and standards as outlined in the Development Code, which are designed to maintain the existing visual character and quality of the community. Therefore, no impact will occur and no mitigation measures are necessary.

2. Agricultural Resources:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	☐	☐	☐	☒
d) Result in loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Discussion:

a-e.) No Impact. The Laguna Hills General Plan land use element does not identify farmland or forest resources within the City of Laguna Hills (City of Laguna Hills, 2009). Additionally, the California Department of Conservation does not identify land in Laguna Hills on their maps of important farmland in Orange County (California Department of Conservation, 2010). Therefore, no impact will occur and no mitigation measures are necessary.

3. Air Quality:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

Discussion:

a.) No impact. The City of Laguna Hills is located in the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The most recent applicable air quality plan for this area is the 2012 Air Quality Management Plan published by the SCAQMD. The proposed project will not conflict with the 2012 Air Quality Management Plan since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to this plan will be analyzed for significance.

b-e.) No impact. The proposed project will not violate any air quality standard, increase a criteria pollutant, expose sensitive receptors to substantial pollutant concentrations, or create objectionable odors since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and air quality impacts will be analyzed for significance.

4. Biological Resources:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	☐	☐	☐	☒

Discussion:

a-c.) No impact. According to the City's General Plan Program EIR, the majority of land within the City of Laguna Hills is developed, with isolated patches of native vegetation limited to isolated patches occurring in stream channels, drainages,

hillsides, and small urban canyons (City of Laguna Hills, 2009). The document also found that there are no documented sensitive plants or wildlife species, habitats, or wetlands in or around the project area (2009). Additionally, no development project is under consideration at this time. Therefore, no impacts will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to sensitive plants or wildlife species will be analyzed for significance.

d.) No impact. Although the majority of land within the City of Laguna Hills is developed, the General Plan Program EIR identifies streams and riparian corridors that traverse the City that may serve as limited movement corridors for wildlife species (City of Laguna Hills, 2009). These potential wildlife corridors include Aliso Creek, located in the central part of the City, and Veeh Reservoir and its associated tributaries in the northwestern part of the City. The area affected by the Hospitality Overlay Zone is fully urbanized and is approximately one-half mile from the nearest potential wildlife corridor. Additionally, no specific development project is under consideration at this time. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to movement of migratory fish and wildlife will be analyzed for significance.

e.) No impact. The City of Laguna Hills Tree Protection Ordinance regulates the planting, maintenance, protection, and removal of City-owned trees and shrubs in City rights-of-way, parks, and open space (City of Laguna Hills, 2004). The proposed project will not conflict with the City's Tree Protection Ordinance since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to the City's Tree Protection Ordinance will be analyzed for significance.

f.) No impact. The City of Laguna Hills is included in the County's Natural Community Conservation Plan (NCCP)/Habitat Conservation Plan (HCP), but no land designated as "reserve" under the NCCP/HCP occurs within the planning area (City of Laguna Hills, 2009). Further, since no specific development project is under consideration, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to adopted conservation plans will be analyzed for significance.

5. Cultural Resources:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

Discussion:

a.) No impact. The proposed project will not cause a substantial change in the significance of a historical resource as defined in §15064.5 since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to historical resources will be analyzed for significant impacts.

b.) No impact. The General Plan Program EIR cites 14 archaeological sites within the City and indicates the potential for other archaeological resources to exist (City of Laguna Hills, 2009). The area encompassing the proposed Hospitality Overlay Zone is fully developed, so any archeological resources on the affected properties would have been discovered during their initial development. Additionally, no development project is under consideration at this time. Therefore, no impacts will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to archeological resources will be analyzed for significance.

c.) No impact. The General Plan Program EIR indicates that the City is home to paleontological resources ranging from no paleontological sensitivity to high sensitivity and that the development of land has the potential to impact known and unknown paleontological resources (City of Laguna Hills, 2009). The proposed project does not involve land development, since a specific

development proposal is not under consideration at this time. Therefore, no impacts will occur and no mitigation measures are necessary at this time. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to paleontological resources will be analyzed for significance.

d.) No impact. The proposed project will not disturb any human remains since no specific development project is under consideration. The General Plan Program EIR indicates that any ground-disturbing activities (such as those associated with land development) have the potential to impact human remains (City of Laguna Hills, 2009). However, there are no known human remains within the project vicinity and the proposed project does not involve ground-disturbing activities. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to human remains will be analyzed for significance.

6. Geology and Soils:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒

Discussion:

a.i-ii.) No impact. According to the most current (2012) Alquist-Priolo Earthquake Fault Zone map published by the California Department of Conservation, the City of Laguna Hills is not located within the boundaries of an established Alquist-Priolo Earthquake Fault Zone (California Department of Conservation, 2012). The proposed project will not expose people or structures to substantial adverse

effects from rupture of a known earthquake fault or strong seismic shaking since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and potential impacts will be analyzed for significance.

a.iii.) No impact. The General Plan Program EIR identifies that a portion of the project area is within a liquefaction hazard zone generally associated with the south branch of the San Diego Creek channel (City of Laguna Hills, 2009). Despite this, the proposed project will not expose people or structures to substantial adverse effects from seismic related ground failure, including liquefaction, since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to seismic related ground failure and liquefaction zones will be analyzed for significance.

a.iv.) No impact. The project area is not located in an area of the City identified by the General Plan Program EIR as susceptible to earthquake-induced landslides and other types of slope failures (City of Laguna Hills, 2009). Additionally, the proposed project will not expose people or structures to substantial adverse effects from landslides since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to landslides will be analyzed for significance.

b.) No impact. The proposed project will not result in substantial soil erosion or loss of topsoil since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to soil erosion or loss of topsoil will be analyzed for significance.

c.) No impact. The properties affected by the Hospitality Overlay Zone are currently developed with office, hotel, and restaurant buildings. Any geologic hazards (such as unstable soil, lateral spreading, subsidence, liquefaction, etc.) associated with these sites would have been identified when they were originally developed. Additionally, the proposed project will not create any geologic hazards since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to geologic hazards will be analyzed for significance.

d.) No impact. The proposed project will not be located on expansive soil since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to expansive soils will be analyzed for significance.

e.) No impact. The proposed project does not involve the use of septic tanks since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to wastewater disposal will be analyzed for significance.

7. Greenhouse Gas Emissions:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?	☐	☐	☐	☒

Discussion:

a-b.) No impact. The General Plan Program EIR determined that under the City's twenty year, build-out scenario, annual greenhouse gas emissions would increase by 24% compared to 2008 conditions (City of Laguna Hills, 2009). Thus, any development that occurs in accordance with the General Plan would incrementally contribute towards climate change. The General Plan Program EIR notes that all individual development projects will be required to undergo project-specific environmental review and mitigation measures to reduce significant environmental impacts relating to greenhouse gasses. No specific development proposal is under consideration at this time. Future redevelopment occurring in the Hospitality Overlay Zone will be evaluated for project-specific impacts as they are proposed. No impacts will occur at this time and no mitigation measures are necessary.

8. Hazards and Hazardous Materials:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles or a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

Discussion:

a-c.) No impact. The proposed project will not involve routine transport, use, or disposal of hazardous materials since no specific development project is under consideration. Additionally, the proposed project is not located within one-

quarter mile of an existing or proposed school as confirmed by the City's GIS mapping system (City of Laguna Hills, 2014). Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to hazardous materials will be analyzed for significance.

d.) No Impact. The City's General Plan Program EIR identifies seven properties that are listed on the California Environmental Protection Agency's annual Hazardous Waste and Substances List, also known as the "Cortese List" (City of Laguna Hills, 2009). None of these properties are in or near the proposed Hospitality Overlay Zone. No impact will occur and no mitigation measures are necessary.

e-f.) No impact. The proposed Hospitality Overlay Zone is not located within the boundaries of an airport land use plan or within the vicinity of a public or private airport. No impact will occur and no mitigation measures are necessary.

g.) No impact. The proposed project does not include a specific development proposal that will impair or interfere with an adopted emergency response plan or emergency evacuation plan since no development is proposed. No impact will occur and no mitigation measures are necessary.

h.) No impact. According to the latest Fire Hazard Severity Zone maps for Orange County released by CAL FIRE in 2011, there are no "Very High" fire severity areas within the City of Laguna Hills (CAL FIRE, 2011). Additionally, no specific development proposal is under consideration at this time. No impact will occur and no mitigation measures are necessary.

9. Hydrology and Water Quality:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?	☐	☐	☐	☒
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within 100-year flood hazard area structures, which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

Discussion:

a.) No impact. The proposed project will not violate any water quality standards or waste discharge requirements since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to water quality standards or waste discharge requirements will be analyzed for significance.

b.) No impact. Therefore, no impact will occur and no mitigation measures are necessary. The proposed project will not affect groundwater supplies or interfere with groundwater recharge since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and groundwater impacts will be analyzed for significance.

c-e.) No impact. The proposed project will not affect existing drainage patterns since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and site drainage impacts will be analyzed for significance.

f.) No impact. The proposed project will not violate any water quality standard since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and water quality impacts will be analyzed for significance.

g-h.) No impact. The City's General Plan Program EIR identified three areas in the City as 100-year flood hazard areas as mapped in the Federal Insurance Rate Maps (City of Laguna Hills, 2009). These areas are located around Aliso Creek, Veeh Reservoir, Mill Creek, and in a zone northwest of Alicia Parkway in the southern portion of the City, outside of the proposed project area. Therefore, no impact will occur and no mitigation measures are necessary.

i.) No impact. The City's General Plan Program EIR identifies specific areas of the City where there is potential for flooding due to failure of a levee, dam or reservoir (City of Laguna Hills, 2009). These areas include the southeastern edge of the City adjacent to the I-5 Freeway and the area immediately adjacent to the Veeh Reservoir and Sulphur Creek Reservoir. The project area is not located within or near these areas, so no impact will occur and no mitigation measures are necessary.

j.) No impact. Due to its inland location, the City of Laguna Hills is not located within an inundation zone associated with any seiche, tsunami, or mudflow event. No impact will occur and no mitigation measures are necessary.

10. Land Use and Planning:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

Discussion:

a.) No impact. The City of Laguna Hills is a built-out community and any new development that occurs as a result of this project will follow existing development patterns, which are characterized by high-density, 2-6 story office buildings and hotels. The proposed project will establish a Hospitality Overlay Zone, which will allow for a greater maximum density (1.0 Floor Area Ratio) to be applied to hotel uses. Because the area within and surrounding the proposed Hospitality Overlay Zone already experiences higher density than in other areas of the Mixed Use zone, the project will not physically divide an established community. Additionally, no specific development proposal is under consideration at this time. No impact will occur and no mitigation measures are necessary.

b.) No impact. The Regional Comprehensive Plan (RCP) and Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) are two plans developed by the Southern California Association of Governments (SCAG) that include policies targeting greenhouse gas emissions from land use and transportation activities. While SCAG does not have the authority to mandate implementation of its policies, the City of Laguna Hills has nonetheless considered them a worthwhile undertaking in its own planning activities. The proposed Hospitality Overlay Zone will not conflict with any of the goals or policies of SCAG's regional plans and will even promote a number of goals and policies by encouraging infill and redevelopment. The City's General Plan anticipates a "build-out" capacity of 4,933,549 square feet of commercial development in the North Laguna Hills area, and this projection will not change as part of the proposed project (City of Laguna Hills, 2009). This build-out

projection was also provided to SCAG during development of the RTP/SCS and future development that occurs within the Hospitality Overlay Zone will be analyzed to ensure consistency with that projection, the RCP, and RTP/SCS. Outside of the RCP and RTP/SCS, implementation of the Hospitality Overlay Zone will require amendments to the General Plan and Development Code to ensure consistency internally and between these two policy documents. No impact will occur and no mitigation measures are necessary.

c.) No impact. According to the City's General Plan Program EIR, there are currently no adopted habitat conservation plans or natural community conservation plans in the City of Laguna Hills (City of Laguna Hills, 2009). No impact will occur and no mitigation measures are necessary.

11. Mineral Resources:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Discussion:

a-b.) No impact. According to the City's General Plan Program EIR, the City is not located within an area that is specifically identified by the California Department of Mines and Geology as having substantial mineral resources (City of Laguna Hills, 2009). Further, the City is a fully developed, urbanized area and no new construction or soil disturbance will be affected. Therefore, no impact will occur and no mitigation measures are necessary.

12. Noise:

Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Discussion:

a.) No impact. The proposed project will not violate any established noise standard since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and noise impacts will be analyzed for significance.

b-d.) No impact. The proposed project will not create or add to existing sources of groundborne vibration or noise since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to groundborne vibration and noise will be analyzed for significance.

e.) No impact. The General Plan Land Use Element shows the project area is not located within an area that is subject to the requirements of an airport land use plan or within two miles of a public airport or public use airport (City of Laguna Hills, 2009). No impact will occur and no mitigation measures are necessary.

f.) No impact. The General Plan Land Use Element shows the project area is not located within the vicinity of a private airstrip (City of Laguna Hills, 2009). No impact will occur and no mitigation measures are necessary.

13. Population and Housing:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion:

a-c.) No impact. Creation of the Hospitality Overlay Zone will not directly or indirectly induce substantial population growth since a specific development proposal is not under consideration at this time. Future development that occurs within the Hospitality Overlay Zone is not expected to include new housing or require expansion of existing infrastructure. Instead, future development is expected to be consistent with the growth projections outlined in the General Plan and with the Southern California Association of Governments' Regional Transportation Plan and Sustainable Community Strategy. Finally, future development within the Hospitality Overlay Zone will be evaluated under CEQA on a project-specific basis. No impact will occur at this time and no mitigation measures are necessary.

14. Public Services:

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Fire protection?	☐	☐	☐	☒
b) Police protection?	☐	☐	☐	☒
c) Schools?	☐	☐	☐	☒
d) Parks?	☐	☐	☐	☒
e) Other public facilities?	☐	☐	☐	☒

Discussion:

a.) No impact. The proposed project will not impact fire protection services since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to fire protection services will be analyzed for significance.

b.) No impact. The proposed project will not impact police protection services since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to police protection services will be analyzed for significance.

c.) No impact. The proposed project will not have an adverse ea~~a~~ffect on local school services since no specific development proposal is under consideration. Student generation rates for the Saddleback Valley Unified School District (SVUSD) are determined by the number and type of dwelling units within a service area (Davis Demographics & Planning, Inc., 2004). Future housing development within the Hospitality Overlay Zone will not occur as a result of this amendment that would increase the number of students within the SVUSD service area. Therefore, no impacts will occur and no mitigation measures are necessary.

d.) No impact. The proposed project will not impact park services since no specific development project is under consideration. Therefore, no impact will occur and

no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and park impacts will be analyzed for significance.

e.) No impact. The proposed project will not impact public facilities since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to public facilities will be analyzed for significance.

15. Recreation:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Discussion:

a-b.) No impact. The proposed project will not impact neighborhood parks, regional parks, or other recreational facilities since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and recreational facility impacts will be analyzed for significance.

16. Transportation and Traffic:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☒~~☐~~	☒
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e) Result in inadequate emergency access?	☐	☐	☐	☒
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒

Discussion:

a.) ~~No impact~~Less than significant impact. In order to fully understand how the proposed project may impact the effectiveness of the surrounding circulation system, the total number of vehicle trips was estimated using the Institute of Transportation Engineers *Trip Generation Manual, 9th Edition,* under a full "build-out" scenario, which assumed that every property included in the HOZ was redeveloped with a hotel use (existing hotels remained as is). Trips from future hotel developments in the HOZ were compared to the estimated trips generated by existing land uses to determine the potential traffic impact. Based upon this analysis, a total of 6,299 daily trips are anticipated under the HOZ build-out

scenario compared to the 4,636 daily trips generated by existing land uses – a difference of 1,663 new trips added to the area. The analysis also evaluated the number of trips occuring during peak periods (AM and PM), utilizing *Trip Generation Manual, 9th Edition.* Based upon land use, such as hotel, office, restaurant, etc., applying these profiles to the build-out scenario shows that if every existing land use in the HOZ were converted to hotel uses (existing hotel uses excepted), the total number of AM peak hour trips would decrease from 586 trips to 409 (a 30% decrease), and the total number of PM peak hour trips would decrease from 529 trips to 462 (a 13% decrease).

In summary, while the total number of daily trips occurring in the HOZ would increase under the build-out scenario, these trips would be spread more evenly throughout the day, resulting in less traffic during peak demand periods. Therefore, Tthe proposed project will have a less than significant impact on the City's circulation system and will not conflict with any plan, ordinance, or policy regulating the City's circulation system. since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to the City's circulation system will be analyzed for significance.

b.) No impact. The proposed project will not conflict with an adopted congestion management plan since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to a congestion management plan will be analyzed for significance.

c.) No impact. The City's General Plan Land Use Element shows there are no airports located near the project area (City of Laguna Hills, 2009). No aviation-related elements are included in this project and no elements of this project will affect existing air traffic patterns. No impact will occur and no mitigation measures are necessary.

d.) No impact. The proposed project will not create hazards or incompatible uses since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and hazardous impacts will be analyzed for significance.

e.) No impact. No specific development proposal is under consideration that would result in inadequate emergency access. Therefore no impacts will occur and no mitigation measures are necessary. The proposed project will not result in inadequate emergency access since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are

necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to emergency access will be analyzed for significance.

f.) No impact. No specific development proposal is under consideration. Therefore no impacts will occur and no mitigation measures are necessary. The proposed project will not conflict with any adopted plans, policies or programs relating to public transit or bicycle and pedestrian facilities since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to these facilities will be analyzed for significance.

17. Utilities and Service Systems:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?	☐	☐	☐	☒
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

Discussion:

a-b.) No impact. No specific development proposal is under consideration that would exceed wastewater treatment requirements of the local Regional Water Quality Control Board. For potential future development within the Hospitality Overlay Zone, the General Plan Program EIR found that the El Toro Water District has sufficient wastewater treatment capacity to serve potential development and redevelopment within the City, including the "build-out" scenario of 4,933,549 square feet of commercial development in the North Laguna Hills area (City of Laguna Hills, 2009). The proposed project will not impact this projection. As a matter of practice, the City routinely reviews development projects in consultation with the appropriate water district to ensure that sufficient wastewater

infrastructure capacity continues to be available. No impact will occur and no mitigation measures are necessary.

c.) No impact. The General Plan Program EIR examined future land development within the City under a "build-out" scenario of 4,933,549 square feet of commercial development in the North Laguna Hills area and concluded that the existing flood control and storm water drainage systems are sufficient to handle the projected demand (City of Laguna Hills, 2009). The proposed project will not change the build-out scenario for the North Laguna Hills area. No impact will occur and no mitigation measures are necessary.

d.) No impact. No specific development proposal is under consideration that would require new or expanded water supply facilities. The project area is serviced by the El Toro Water District, which concludes in its 2010 Urban Water Management Plan that it expects to have adequate water supply available to meet the demand posed by growth within its jurisdiction through 2035 (El Toro Water District, 2011). This determination considered the "build-out" scenario outlined in the City's General Plan, where the North Laguna Hills area is expected to accommodate 4,933,549 square feet of commercial development (City of Laguna Hills, 2009). The proposed project will not change this build-out scenario. Finally, future development within the Hospitality Overlay Zone will be reviewed in consultation with the El Toro Water District to ensure adequate availability of long-term water supplies to the development. No impact will occur and no mitigation measures are necessary.

e.) No impact. The South Orange County Wastewater Authority has indicated that the remaining capacity at its wastewater treatment facility is sufficient to serve potential new development and redevelopment in Laguna Hills, which includes 4,933,549 square feet of commercial development in the North Laguna Hills area (City of Laguna Hills, 2009). The proposed project will not change this growth projection. Additionally, no specific development proposal is under consideration at this time. No impact will occur and no mitigation measures are necessary.

f.) No impact. No specific development proposal is under consideration that would require additional landfill capacity. Future development within the Hospitality Overlay Zone will create demand for solid waste services, but the demand generated is not expected to be greater than what was anticipated under the General Plan's "build-out" scenario of 4,933,549 square feet of commercial development in the North Laguna Hills area (City of Laguna Hills, 2009). The proposed project will not change this build-out scenario. The City of Laguna Hills is currently served by the Frank R. Bowerman Landfill near the San Joaquin Foothills, which is expected to sufficiently accommodate the City's solid waste disposal needs until its closure in 2022 (City of Laguna Hills, 2009). After its closure, the City plans for regional landfills to be able to accommodate the City's solid waste disposal needs for the foreseeable future (2009). No impact will occur at this time and no mitigation measures are necessary.

g.) No impact. No specific development proposal is under consideration that would conflict with federal, state, or local statutes and regulations related to solid waste. Any future development within the Hospitality Overlay Zone will be required to implement the City's solid waste reduction programs to further the City's goal of remaining in compliance with the California Integrated Waste Management Act of 1989. No impact will occur and no mitigation measures are necessary.

18. Mandatory Findings of Significance:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

Discussion:

a.) No impact. As outlined in responses to "Biological Resources," "Agriculture and Forest Resources," and "Cultural Resources," the proposed project does not have the potential to substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of major periods of California history or prehistory. As discussed throughout this analysis, no specific development proposal is under consideration at this time as the proposed project is policy oriented.

b.) Less than significant impact. While no specific development proposal is under consideration at this time, this project may lead to future development due to the development standards offered to hotel uses within the overlay zone. Because the project area is a fully developed urban environment, future development is expected to occur reusing existing commercial structures (such as office buildings or hotels). As such, the "net" impact of future development within the

Hospitality Overlay Zone is expected to be less than significant. For example, the City's General Plan projects a total of 4,933,549 square feet of commercial development in the North Laguna Hills area as a "build-out" scenario, and this will not change as a result of this project (City of Laguna Hills, 2009). As outlined in the responses to "Public Services," and "Utilities and Service Systems," cumulative impacts are expected from future development, but the extent of those impacts can only be speculated at this time. Therefore, future development within the Hospitality Overlay Zone will be analyzed under CEQA for cumulative environmental impacts on a project-specific basis.

c.) No impact. This project does not include a specific development proposal that will cause substantial adverse effects on human beings. The project is policy-oriented to allow for the creation of a Hospitality Overlay Zone. The impacts of future development within the Hospitality Overlay Zone will be analyzed under CEQA on a project-specific basis.

Exhibits:

A. Proposed Hospitality Overlay Zone map

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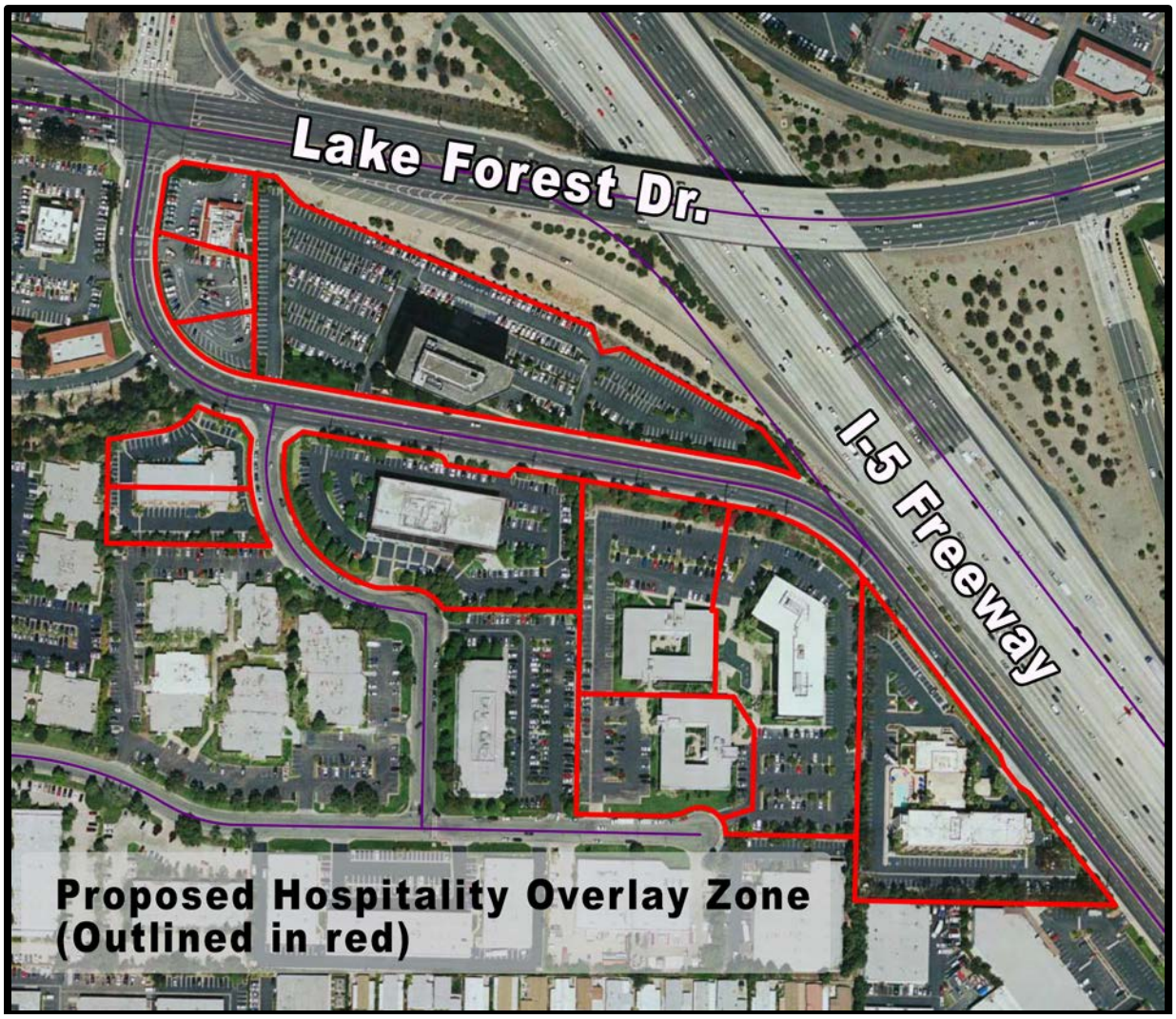
EXHIBIT A



6/24/2014 ITEM NO. 5.1

GPA/ZC/ZTA-06-13-2608
Attachment 2

Proposed Resolution Adopting a Negative Declaration

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A NEGATIVE DECLARATION FOR CASE NO. GPA/ZC/ZTA-06-13-2608, GENERAL PLAN AND DEVELOPMENT CODE AMENDMENTS TO ESTABLISH A HOSPITALITY OVERLAY ZONE OVERLAY DISTRICT AND ALTERNATIVE STANDARDS FOR HOTEL USES.

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

WHEREAS, the City of Laguna Hills is considering approval of Case No. GPA/ZC/ZTA-06-13-2608 (i) an amendment to the Laguna Hills General Plan Land Use Element to increase the allowable building density/intensity for hotel uses within the Freeway Commercial and Mixed Use General Plan Land Use Districts and to enact policies to encourage targeted infill development and the development of hotel uses on certain properties with proximity to, and visibility from, the I-5 Freeway, and (ii) an amendment to the Laguna Hills Development Code and Zoning Map to establish a new "Hospitality Overlay Zone" overlay district and related alternative development standards pertaining to building setbacks, height, and floor area ratio for hotel uses over an area of +/- 19 acres generally located south of Lake Forest Drive and west of Avenida de la Carlota (collectively these amendments constitute the "Project"); and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Sections 21000 *et. seq.* ("CEQA"), the State's CEQA Guidelines, California Code of Regulation, Title 14, Section 15000 *et. seq.,* an Initial Study was prepared and it has been determined that the proposed Project qualifies for a Negative Declaration because the Project cannot, or will not, have a significant effect on the environment; and

WHEREAS, the Negative Declaration was prepared and circulated in accordance with the CEQA and CEQA's implementing guidelines; and

WHEREAS, the City Council of the City of Laguna Hills held a duly noticed public hearing on April 22, 2014 to consider the Project, the proposed Negative Declaration, and all oral and written comments and testimony received prior to or at the public hearing, and all interested parties were given an opportunity to be heard. The City Council subsequently continued the public hearing to a date certain of May 13, 2014, where it was continued once more and resumed on June 24, 2014; and

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council of the City of Laguna Hills has considered the proposed Negative Declaration together with comments received during the public review process.

SECTION 3. The City Council of the City of Laguna Hills finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project will have a significant effect on the environment.

SECTION 4. The City Council of the City of Laguna Hills further finds that the adoption of the Negative Declaration reflects the City Council's independent judgment and analysis.

SECTION 5. Therefore, the City Council of the City of Laguna Hills, in regular session assembled on June 24, 2014, does hereby adopt the Negative Declaration for the Project.

SECTION 6. The record of proceedings on which the City Council's decision is based is located at the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California. The custodian of records of proceedings is the Community Development Director for the City of Laguna Hills.

PASSED, APPROVED, AND ADOPTED this 24th day of June 2014.

_____
ANDREW BLOUNT, MAYOR

ATTEST:

_____
PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2014-06-24- by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 24th day of June 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
PEGGY J. JOHNS, CITY CLERK

GPA/ZC/ZTA-06-13-2608
Attachment #3

Proposed Resolution for Approval of a General Plan Amendment

996725.1

6/24/2014 ITEM NO. 5.1

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 06-13-2608, AN AMENDMENT TO THE GENERAL PLAN LAND USE ELEMENT INCREASING ALLOWABLE DEVELOPMENT INTENSITY FOR HOTEL USES IN THE FREEWAY COMMERCIAL AND MIXED USE GENERAL PLAN LAND USE DESIGNATIONS AND ESTABLISHING POLICIES TO ENCOURAGE TARGETED INFILL AND HOTEL DEVELOPMENT.

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

WHEREAS, the City of Laguna Hills proposes to amend the Laguna Hills General Plan Land Use Element to increase the allowable building density/intensity for hotel uses within the Freeway Commercial and Mixed Use General Plan Land Use Districts and to enact policies to encourage targeted infill development and the development of hotel uses on properties in North Laguna Hills with proximity to, and visibility from, Interstate 5; and

WHEREAS, increasing the number of hotel developments within the City would: 1) increase the City's transient occupancy tax revenue base to fund services and capital projects that serve the residents and businesses of the City of Laguna Hills; 2) support local businesses that cater to transient business and tourism travel needs; 3) promote South Orange County as a tourist destination; and 4) provide temporary construction and permanent jobs to residents of Laguna Hills and throughout the region; and

WHEREAS, the City staff has identified that certain properties located within the Freeway Commercial and Mixed Use General Plan Land Use designations, which encompass most of North Laguna Hills, are opportunity areas for hotel development due to their access, proximity and visibility to Interstate 5, proximity to important regional employment centers, and proximity to John Wayne Airport; and

WHEREAS, current allowable development intensities applicable to properties within the Freeway Commercial and Mixed Use General Plan Land Use designations, limit the feasibility of hotel development; and

WHEREAS, the proposed General Plan Amendment would encourage and facilitate the adoption of more flexible development standards for future hotel development on those properties in North Laguna Hills that are most likely to support hotel uses; and

WHEREAS, the City Council approved Resolution No. ____ during its meeting on June 24, 2014, adopting a Negative Declaration for General Plan Amendment No. 06-13-2608 pursuant to the California Environmental Quality Act, California Public Resources Section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Sections 15000 et seq.; and

WHEREAS, the City has complied with Government Code Section 65352.3 by providing a 90-day consultation period to California Native American tribes on the contact list maintained by the Native American Heritage Commission; and

WHEREAS, the proposed amendments do not constitute a "substantial amendment" to the City's existing General Plan triggering "Referral of plans" as described by Section 65352 of the Government Code; and

WHEREAS, the City properly noticed the public hearing concerning the adoption of this Resolution pursuant to Government Code section 6061 and as required under Government Code section 65090; and

WHEREAS, the City Council of the City of Laguna Hills has considered information pertaining to General Plan Amendment No. 06-13-2608 presented by City Staff, the public, and other interested parties at a Public Hearing held on June 24, 2014.

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. That the required findings by the City for approval of the proposed General Plan Amendment have been met and made as follows:

1. That the amendment or plan is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof:

   The proposed General Plan Amendment is consistent with the intent of the goals and policies of the General Plan, particularly as they pertain to the General Plan Land Use Element. The proposed amendments reinforce many of the goals and policies found in the Land Use Element, including the encouragement of infill redevelopment in an economically and environmentally sustainable manner (Goal LU-3), expanding of the variety of services, shopping, and entertainment opportunities in the community (Goal LU-6), and facilitating the creation and expansion of private sector businesses and local career choices for Laguna Hills residents (Goal LU-7).

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses:

   The proposed General Plan Amendment will add policies to the General Plan Land Use Element encouraging more flexible development standards incentivizing future hotel

development in the North Laguna Hills area. Hotel uses are considered appropriate land uses within the General Plan's Freeway Commercial and Mixed Use designations and several hotels are already located within these land use designations and near the I-5 Freeway. Therefore, adoption of the proposed General Plan Amendment will not affect the compatibility and integrity of existing uses in the area.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species:

The proposed General Plan Amendment will provide additional property development rights by establishing goals and policies directed at encouraging future hotel development through adoption of more flexible developments standards for hotel uses in the North Laguna Hills area. In order to evaluate the potential impacts the proposed General Plan Amendment will have on environmentally sensitive land uses and species, an Initial Study was prepared in accordance with the California Environmental Quality Act. Based on the whole record before it, including the Initial Study and comments received during the public review process and the public hearing, the City Council determined that there is no substantial evidence that the proposed General Plan Amendment will have a significant effect on the environment and adopted a Negative Declaration for the Project.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category:

The proposed General Plan Amendment establishes new policies directed at encouraging future hotel development in the North Laguna Hills area and increases the maximum allowable development intensity for hotel uses in the Freeway Commercial and Mixed Use General Plan Land Use Districts. These changes will result in consistency with other existing goals and policies found in the Land Use Element, including the encouragement of infill redevelopment in an economically and environmentally sustainable manner (Goal LU-3), expanding of the variety of services, shopping, and entertainment opportunities in the community (Goal LU-6), and facilitating the creation and expansion of private sector businesses and local career choices for Laguna Hills residents (Goal LU-7). Per Section 65358 of the California Government Code, cities

may amend all or part of an adopted General Plan if it deems it to be in the public interest. Adding new policies promoting sustainable and creative infill development is in the public interest.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole:

The proposed General Plan Amendment will establish new policies directed at encouraging future hotel development through adoption of more flexible development standards for hotel uses in the North Laguna Hills area. These policies will increase the City's transient occupancy tax revenue base to fund services and capital projects that serve the residents and businesses of the City of Laguna Hills, support local businesses that cater to transient business and tourism travel needs, promote South Orange County as a tourist destination, and provide a potential source of temporary construction and permanent jobs to residents of Laguna Hills and throughout the region. All these activities are potential direct and in-direct results of the proposed General Plan Amendment. By strengthening local economic activity, which in turn enhances local revenues through which public services are provided, the general health, safety, and general welfare of the community is enhanced and therefore protected.

SECTION 3. Based on the findings set forth herein, the City Council hereby approves and adopts General Plan Amendment No. 06-13-2608 amending the Laguna Hills General Plan Land Use Element, a copy of which is attached hereto as Exhibit "A," with changes shown in "underline/strikeout" format. The City Clerk is directed to update the appropriate sections of General Plan Land Use Element in accordance with Exhibit "A."

SECTION 4. This Resolution shall take effect on the thirty-first (31st) day following adoption.

PASSED, APPROVED, AND ADOPTED this 24th day of June 2014.

_____
ANDREW BLOUNT, MAYOR

ATTEST:

_____
PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2014-06-24- XXX by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 24th day of June 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
PEGGY J. JOHNS, CITY CLERK

EXHIBIT A

Table LU-1 Land Use Designations			
	Land Use Designation	**Density or Intensity**	**Description**
Commercial Land Uses			
	Village Commercial (VC)	No maximum FAR restrictions	The Village Commercial designation is envisioned as a master planned area (Urban Village Specific Plan area) containing specific design standards and policies that enhance pedestrian and vehicle circulation within the currently developed area. The intent of this designation is to establish a community core where commercial, civic, and high density residential uses would be appropriate. The area will contain enhanced pedestrian areas that conveniently link commercial, residential, and civic activity areas. Typical uses include those associated with large regional malls, as well as a medical center, financial institutions, institutional and governmental uses, auto-related services, community facilities, professional offices, and high density residential uses.
	Freeway Commercial (FC)	Maximum 0.40 FAR Maximum 1.0 FAR for hotel uses	The Freeway Commercial designation provides for the development and maintenance of medium intensity commercial uses that serve the needs of the motoring public in the local community and the regional area. This designation is intended to provide an environment that takes advantage of the superior access and visibility provided by the I-5 Freeway. Typical uses include those uses allowed under the Community Commercial designation, restaurants, discount warehouse outlets, service stations, and hotels and motels. More flexible development standards are allowed for hotel uses in order to help facilitate hotel development.
	Community Commercial (CC)	Maximum 0.35 FAR	The Community Commercial designation provides appropriately located areas for the general shopping and commercial service needs of area residents. Typical uses include general retail, markets, commercial services, restaurants, automotive repair and service, hardware and home improvement centers, commercial recreation, professional and business offices, financial institutions, and automotive sales.

Table LU-1 Land Use Designations			
	Land Use Designation	**Density or Intensity**	**Description**
Office Land Uses			
	Office Professional (OP)	Maximum 0.50 FAR	The Office Professional designation provides for the establishment of office-based working environments for administrative and professional offices, as well as necessary support uses. Typical uses include administrative and professional offices, business-related retail and service functions, health care facilities, and vocational and trade schools.
Mixed Use Land Uses			
	Mixed Use (MXU)	Maximum 0.38 FAR Maximum 1.0 FAR for hotel uses	The Mixed Use designation provides for areas where a variety of goods and services can be obtained within an overall planned environment. Within the Mixed Use designation, appropriate land uses include limited industrial and manufacturing uses, administrative and professional uses, institutional and government uses, business support uses, auto-related uses, eating and drinking establishments, personal services, and retail sales of durable goods and general retail sales. More flexible development standards are allowed for hotel uses in order to help facilitiate hotel development.
	Neighborhood Mixed Use (NMU)	Maximum 0.38 FAR of .30 non-residential FAR and 0.08 residential FAR	The Neighborhood Mixed Use designation provides areas for a variety of different, compatible land uses to exist in proximity. The intent of the Neighborhood Mixed Use designation is to create attractive neighborhood-level centers that promote a more active, vibrant street life; increase pedestrian activity and reduce vehicular traffic; provide storefront style shopping streets; that provide a variety of compact, multi-family housing types close to jobs and services; and/or encourage walking and social interaction. Within the Neighborhood Mixed Use designation, appropriate land uses include mid-box anchors; administrative and professional uses; grocery and specialty stores; business support uses; eating and drinking establishments; cinemas; personal services; residential condos, apartments, and townhomes; and mixed use structures.

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North Business Park

The North Business Park future study area is located in the northern part of Laguna Hills and is generally bounded by Lake Forest Drive on the north, Avenida de La Carlota on the east, Ridge Route Drive on the south, and Mill Creek Drive on the west. The area is approximately 380 acres. The majority (262 acres) of this study area is designated as Mixed Use. To the east of this area and adjacent to I-5 is approximately 54 acres designated as Freeway Commercial. A mobile home park is also within the southern portion of the area.

Existing uses within the North Business Park area includes offices, retail, restaurants, motels, furniture stores, and industrial businesses. These businesses provide important employment and services for the residents of the City and provide the City with valuable sales tax revenue. No land use designation changes are proposed in this area.

Since many of the facilities within this future study area are one-story tilt-up construction buildings, opportunities for intensification are possible. Larger and better designed buildings could be built, perhaps containing more than one story, subject to the established FAR requirements and other development standards for the area. Additionally, some of the buildings in the southern portion of the study area could be reoriented toward Aliso Creek.

The development of new hotel uses could be encouraged on certain properties within this future study area with proximity to, and visibility from, the I-5 Freeway, through the adoption of more flexible development standards, including increased maximum floor area ratios for hotel uses.

Urban Village

The Urban Village future study area is within the boundaries of the existing Urban Village Specific Plan (UVSP) area, which was adopted in November 2002. The UVSP regulates the development within the Urban Village area. This area consists of 240 acres bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and I-5 on the east.

The Urban Village area is the heart of Laguna Hills providing a mix of retail, office, financial, medical, residential, and transportation uses. The uses within this area provide numerous goods and services to the City's residents and also generate major sales tax revenues for the City. The Laguna Hills Transportation Center is located within this area, which is served by transit.

The General Plan Land Use designation for this area is Village Commercial. The purpose of the Urban Village area is to develop

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recreation paths. The General Plan land use designation is Parks.
This future study area is centrally located within the City. Opportunities for this area include providing additional active parks or recreation facilities or an additional civic us that could connect to the nearby Laguna Hills Community Center. Another option may be community gardens.

Expected Development Capacity

Table LU-3 identifies the development capacity associated with the planned distribution of land uses specified in the Land Use Plan. Over time, as properties transition from one use to another or property owners rebuild in the opportunity areas, land uses and intensities will gradually shift to align with the intent of the Land

Table LU-3
Expected Development Capacity

Land Use Designation	Acreage	Density		Build Out Capacity		
		du/acre	FAR	Commercial (square feet)	Office (square feet)	Dwelling Units
Residential						
Estate Residential	1,094.42	5.0	--	--	--	5,472
Low Density	971.51	6.5	--	--	--	6,315
Medium-Low Density	380.08	12.5	--	--	--	4,751
Medium Density	115.46	18.0	--	--	--	2,078
High Density	57.78	30.0	--	--	--	1,733
Planned Community	139.81	18.0	--	--	--	2,517
Planned Community Residential	39.00	fixed	--	--	--	600
Mixed Use						
Mixed Use	262.31	3.5	0.30; 0.08[1]; 1.0[2]	3,427,867	--	918
Neighborhood Mixed Use	61.53	3.5	0.30; 0.08[1]	804,074	--	215
Commercial						
Community Commercial	101.57	--	0.35	1,515,452	--	--
Freeway Commercial	86.42	--	0.40; 1.0[2]	1,505,782	--	--
Village Commercial	2262.17	--	--	375,000	518,000	200
Office Professional	26.03	--	0.50	--	566,933	--
Public/Recreation						
Public/Institutional	157.49	--	1.00	6,860,264	--	--
Parks	133.43	--	--	--	--	--
Open Space	393.22	--	--	--	--	--
Less ROW (subtract from total)	12.23	--	--	--	--	--
TOTAL	**4,234**	**--**	**--**	**14,488,439**	**1,084,933**	**24,799**

[1]Mixed Use designations have a maximum 0.38 FAR of 0.30 nonresidential FAR and 0.08 residential FAR. For this calculation, 0.08 FAR = 2.5 dwelling units per acre as reflected in the "du/acre" column.
[2]Mixed Use sites are permitted a maximum 1.0 FAR.

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Policy LU-2.3: Pursue code enforcement actions to ensure proper maintenance of homes, buildings, yards, and neighborhoods in all areas of the City.

Policy LU-2.4: Protect existing neighborhoods from the encroachment of incompatible activities and land uses.

Policy LU-2.5: Require the use of buffers and transitional areas, such as increased setbacks and extensive landscaping, between new activities and existing land uses.

Policy LU-2.6: Discourage high traffic-generating uses such as drive-throughs adjacent to sensitive uses such as schools, medical and assisted care facilities, and residential neighborhoods.

Policy LU-2.7: Expand the use of transitional and buffer areas to buffer sensitive uses from freeways, arterials, point sources of water pollution, hazardous materials, and noise.

Policy LU-2.8: Minimize impacts to surrounding neighborhoods and land uses through context-sensitive site design and architecture.

SUSTAINABLE AND CREATIVE INFILL DEVELOPMENT

Strategic growth and change in Laguna Hills will preserve existing viable neighborhoods while targeting new development to aging and underutilized commercial areas. The form of new development will be compact, mixed use and pedestrian oriented that will enhance the quality of life through improved connectivity with other parts of the City, greater access to amenities, enhanced safety, and greater housing and employment choices. New development will contain energy- and resource-efficient buildings and landscapes, access to effective public transit, and attractive pedestrian-friendly streets.

Goal LU-3: Encourage infill development that involves the revitalization of property in an economically and environmentally sustainable manner.

Policy LU-3.1: Encourage smart growth and sustainability principles as part of new development and redevelopment activities.

Policy LU-3.2: Encourage new development that uses land efficiently and offers flexibility to changing resident and shopping needs, contributing to the long-term vitality of the community.

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Policy LU-3.3: Ensure safe, efficient pedestrian connections are made between adjacent neighborhoods, sidewalks, parking areas, and entrances to stores.

Policy LU-3.4: Incorporate open spaces, plazas, and outdoor dining areas into new development and redevelopment to provide visual relief and community gathering spaces.

Policy LU-3.5: Encourage public art and interactive landscape and design features to create interest and a sense of community.

Policy LU-3.6: Promote the design and placement of buildings to provide opportunities for solar and wind energy and passive cooling.

Policy LU-3.7: Support the upgrade of existing buildings and landscapes for energy efficiency, water conservation, and runoff reduction.

Policy LU-3.8: Encourage energy-efficient design features, including appropriate site orientation, use of light-colored or green roofing and building materials to reduce energy consumption related to heating and cooling.

Policy LU-3.9: Promote the use of green building and landscaping techniques consistent with Leadership in Energy and Environmental Design (LEED) and other relevant sustainability principles in both public and private development and redevelopment projects.

Policy LU-3.10: Create safe, inviting, and functional pedestrian and cyclist environments in new public and private development.

Policy LU-3.11: Provide incentives for development that enhance the environment, offer excellent urban design, and provide public amenities.

Policy LU-3.12: Incorporate Crime Prevention through Environmental Design (CPTED) measures and "visible spaces" into new developments as a means of promoting safe environments.

Policy LU-3.13: Use landscaping and urban design techniques to break up large parking areas and long monotonous walls in new development and redevelopment projects.

Policy LU-3.14: Encourage targeted infill development through adoption of more flexible development standards for certain properties.

ENHANCING THE COMMUNITY'S IDENTITY

Bolstering the unique attributes of Laguna Hills is an important goal for the City. The unique character helps retain residents and workers and attracts visitors to the community. Policies in this section strive to enhance the beauty, image, connectivity and character of Laguna Hills and provide more distinction to the City.

Policy LU-5.1: Identify and pursue funding sources to supplement the general fund, and ensure that service levels are maintained.

Policy LU-5.2: Maintain, follow, and periodically review a set of financial policies that are intended to safeguard financial assets, including budget surpluses; maintain the integrity of financial accounting systems; and ensure the long-term fiscal viability of the City.

Policy LU-5.3: Allocate funds to infrastructure improvements in targeted areas.

Policy LU-5.4: Continue to look for ways to streamline processes for revitalization and redevelopment projects.

Policy LU-5.5: Encourage public-private partnerships to improve existing infrastructure to accommodate desired projects.

Goal LU-6: Expand the variety of services, shopping, and entertainment opportunities in the community.

Policy LU-6.1: Encourage and promote the development of attractions desired by the community, such as upscale shopping, entertainment, cultural activities, and performing arts venues so that more needs are met locally.

Policy LU-6.2: Work closely with the private sector to update and expand the Laguna Hills Mall.

Policy LU-6.3: Work with property owners, developers, and local business groups to upgrade, revitalize, and beautify the City's aging commercial centers to attract desired new tenants.

Policy LU-6.4: Consider the needs of specific groups (such as families, teens, and seniors) as future retail, dining, and entertainment venues are proposed.

Goal LU-7: Facilitate the creation and expansion of private sector businesses and associated local career choices for Laguna Hills residents.

Policy LU-7.1: Collaborate with local businesses, the Laguna Hills Mall, merchant associations, the Orange County Business Council, and the Chamber of Commerce to promote and advertise local events.

Policy LU-7.2: Promote attractive employment generating business park uses that support a sound and diversified economic base compatible with the City's overall character.

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Policy LU-7.3: Promote economically vital neighborhood commercial areas and mixed use areas that foster small business enterprises and entrepreneurship.

Policy LU-7.4: Encourage private property owners to revitalize, upgrade, and beautify aging and underperforming commercial and business areas.

Policy LU-7.5: Work with the business community to attract high end users to major commercial centers.

Policy LU-7.6: Actively engage the business community with City departments to ensure the needs of the business community are being heard and addressed.

Policy LU-7.7: Work to resolve the complex issues associated with multiple ownerships in commercial and business centers that hinder revitalization.

Policy LU-7.8: Attract and retain a balance of businesses that provide a full range of quality career choices, serving entry level as well as highly trained workers.

Policy LU-7.9: Identify incentives to target and attract businesses that diversify the City's tax and employment bases.

Policy LU-7.10: Encourage the development of new hotel uses on certain properties with proximity to, and visibility from, the I-5 Freeway through the adoption of more flexible development standards.

Summary of Approach

The goals, policies, and programs in the Land Use Element will help the City evolve into a more integrated, walkable, beautiful, sustainable, and cohesive community, while protecting and enhancing existing neighborhoods. Table LU-4 identifies the five major issues guiding the Land Use Element. These major issues represent the direction the City will take in its land use goals, policies, and programs to implement the vision of Laguna Hills as captured in the Guiding Themes and expressed in the Land Use Plan.

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Table LU-4
Description of Actions to Address Land Use Issues

Issues	General Plan Policy					
	Element	Section	Policy	Programs	Figure	Table
Activity Centers and Community Connections	Land Use	Activity Centers and Community Connections	LU-1.1 through LU-1.8	LU-3, LU-10		
	Mobility	Walking and Cycling	M-3.1 through M-3.7	M-4 through M-7	M-3. (Bicycle Network)	Table M-2 (Bike-way Classification Description)
	Conservation and Open Space	Parks and Play	COS-2.1 through 2.5; COS-2.8	COS-6	COS-1 (Parklands) COS-3 (Trails Plan)	COS-3 (Public Parks) COS-4 (Private Parks) COS-5 (Trails)
Respect for Existing Neighborhoods	Land Use	Respect for Existing Neighborhoods	LU-2.1 through LU-2.8	LU-6		
	Housing	Neighborhood and Housing Preservation	H-1.1 through H-1.5	H-1 through H-5		
Sustainable and Creative Infill Development	Land Use	Sustainable and Creative Infill Development	LU-3.1 through ~~LU-3.13~~ LU-3.14	LU-3, LU-4, LU-8, LU-9, LU-10	LU-7 through LU-13 (Opportunity Areas)	LU-1 (Land Use Designation)
Enhancing the Community's Identity	Land Use	Enhancing the Community's Identity	LU-4.1 through LU-4.8	LU-7, LU-11, LU-12	LU-8	
	Mobility	Beautiful Streets	M-4.1 through M-4.3	M-11, M-12		
	Conservation and Open Space	Sustaining our Resources and Parks and Play	COS-1.14; COS-2.1; through COS-2.3	COS-1 through COS-5, COS-7, COS-8	COS-2 (Scenic Resources)	COS-1 (Significant Vista Points)

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Table LU-4
Description of Actions to Address Land Use Issues

Issues	General Plan Policy					
	Element	Section	Policy	Programs	Figure	Table
Fiscal Health and Economic Sustainability	Land Use	Fiscal Health and Economic Sustainability	LU-5.1 through LU-5.5; LU-6.1 through LU-6.4; LU-7.1 through ~~LU-7.9~~ LU-7.10.	LU-13 through LU-15		

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GPA/ZC/ZTA-06-13-2608
Attachment #4

Proposed Ordinance for Approval of a Development Code Amendment

ORDINANCE NO. 2014-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) AND THE OFFICIAL ZONING MAP TO ESTABLISH THE "HOSPITALITY OVERLAY ZONE (HOZ)" OVERLAY DISTRICT AND RELATED ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES ON +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA WITHIN THE FREEWAY COMMERCIAL (FC) AND MIXED USE (MXU) ZONING DISTRICTS.

WHEREAS, the City of Laguna Hills proposes to amend the Laguna Hills Development Code and Zoning Map to establish a new "Hospitality Overlay Zone" overlay district and related alternative development standards pertaining to building setbacks, height, and floor area ratio for hotel uses over an area of +/- 19 acres generally located south of Lake Forest Drive and west of Avenida de la Carlota and encompassing the following properties:

Address	*APN*
23002 Lake Forest Drive	588-055-03
23052 Avenida de la Carlota	588-055-01
23061 Avenida de la Carlota	588-112-01
23046 Avenida de la Carlota	588-032-25
23041 Avenida de la Carlota	588-111-18
23441 South Pointe Drive	588-111-17
23421 South Pointe Drive	588-111-16
23461 South Pointe Drive	588-111-15
23175 Avenida de la Carlota	588-032-28

WHEREAS, on June 24, 2014, the City Council adopted Resolution No. ____ approving General Plan Amendment No. 06-13-2608 to amend the Laguna Hills General Plan Land Use Element to increase the allowable building density/intensity for hotel uses within the Freeway Commercial and Mixed Use General Plan Land Use Districts and to enact policies to encourage targeted infill development and the development of hotel uses on properties in North Laguna Hills with proximity to, and visibility from, Interstate 5 through the adoption of more flexible development standards; and

WHEREAS, the proposed Ordinance is consistent with, and would implement, the policies established through General Plan Amendment No. 06-13-2608, in order to encourage the future development of hotel uses within designated portions of North Laguna Hills; and

WHEREAS, the City properly noticed the public hearing concerning the adoption of this Ordinance pursuant to Government Code section 6061 and as required under Government Code section 65090; and

WHEREAS, the City Council of the City of Laguna Hills has considered information presented on the proposed Ordinance by City Staff, the public, and other interested parties at a Public Hearing held on June 24, 2014; and

WHEREAS, the City Council approved Resolution No. ____ during its meeting on June 24, 2014 adopting a Negative Declaration for General Plan Amendment No. 06-13-2608 and the proposed Ordinance pursuant to the California Environmental Quality Act, California Public Resources Section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Sections 15000 et seq.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. That the required findings by the City for approval of the proposed Zone Change have been met and made as follows:

1. That the amendment or plan is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof:

   The proposed Development Code Amendments are consistent with the intent, goals, and policies of the General Plan, in particular as they pertain to the General Plan Land Use Element. Pursuant to General Plan Amendment No. 06-13-2608, the Land Use Element contains a number of policies directed at encouraging hotel development in specific areas of the Freeway Commercial and Mixed Use land use designations through adoption of more flexible development standards for hotel development. The Land Use Element also permits a maximum Floor Area Ratio (FAR) of 1.0 for hotel uses on properties within the Freeway Commercial and Mixed Use Land Use designations. The proposed Development Code Amendments are consistent with, and implement, General Plan Amendment No. 06-13-2608, by establishing an overlay zoning district over certain properties in North Laguna Hills on which an increased maximum floor area ratio, greater maximum height, and reduced setbacks would be permitted for hotel uses.

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses.

The proposed Development Code Amendments establishes reasonable controls and development standards for hotel uses within the Hospitality Overlay Zone (HOZ) overlay district that balances the goal of encouraging hotel development with the need to ensure that any future hotel development is compatible with other established uses in the area. Hotel uses are conditionally permitted land uses within the Freeway Commercial and Mixed Use zone designations and several hotels are already located within these land use designations and near the I-5 Freeway. Adding additional development opportunities for hotels in the area identified for the HOZ will take advantage of the area's access and visibility to I-5, proximity to regional business centers, reasonable distance to John Wayne Airport, and South Orange County tourism destinations. Aside from the alternative building intensity, height, and setback requirements, all future hotel developments within the HOZ will be subject to the underlying development standards applicable to all uses within the Mixed Use and/or Freeway Commercial zoning districts.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species.

   The proposed Development Code Amendments will provide additional property development rights to property owners within the Hospitality Overlay Zone by allowing more flexible development standards for hotel uses. In order to evaluate the potential impacts of the proposed Development Code Amendments on environmentally sensitive land uses and species, an Initial Study was prepared in accordance with the California Environmental Quality Act. Based on the whole record before it, including the Initial Study and comments received during the public review process and the public hearing, the City Council determined that there is no substantial evidence that the proposed Ordinance will have a significant effect on the environment and adopted a Negative Declaration for the project.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category:

   The proposed Development Code Amendments are necessary to implement the new General Plan polices encouraging the adoption of more flexible development standards for hotel uses for certain properties in North Laguna Hills and to ensure consistency between the City's General Plan and Development Code as required by state law.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole:

   The proposed Development Code Amendments are designed to encourage future hotel development in areas conducive to hotels through adoption of more flexible development standards for hotel uses in the North Laguna Hills area. The future development of additional hotels in the City would increase the City's transient occupancy tax revenue base to fund services and capital projects that serve the residents and businesses of the City of Laguna Hills, support local businesses that cater to transient business and tourism travel needs, promote South Orange County as a tourist destination, and provide a potential source of temporary construction and permanent jobs to residents of Laguna Hills and throughout the region. All these activities are potential direct and in-direct results of the proposed Development Code Amendments. By strengthening local economic activity, which in turn enhances local revenues through which public services are provided, the general health, safety, and general welfare of the community is enhanced and therefore protected.

SECTION 3. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), is hereby amended as set forth in Exhibit "A" attached to this Ordinance in order to revise Section 9-11.030 (Denotation/location of overlay districts) to add the "Hospitality Overlay Zone" to the overlay district summary table; to add new Section 9-11.050 establishing alternative development standards for hotel uses within the Hospitality Overlay Zone overlay district; and to add cross-references to the new Hospitality Overlay Zone provisions within the following land use tables: Table 9-10.050 (Land Use Matrix), Table 9-26-020 (Freeway Commercial Uses), and Table 9-30.020 (Mixed Uses). The City Clerk is directed to update the appropriate sections of the Laguna Hills Municipal Code in accordance with Exhibit "A."

SECTION 4. The City of Laguna Hills Zoning Map is hereby amended to denote the parcels described in this Ordinance and depicted on Exhibit "B" attached to this Ordinance as being within the Hospitality Overlay Zone (HOZ) overlay district, as shown on Exhibit "B" attached to this Ordinance For purposes of clarification, the parcels currently identified by the following addresses and Assessor's Parcel Numbers are included within the Hospitality Overlay Zone (HOZ) overlay district:

Address	*APN*
23002 Lake Forest Drive	588-055-03
23052 Avenida de la Carlota	588-055-01
23061 Avenida de la Carlota	588-112-01
23046 Avenida de la Carlota	588-032-25
23041 Avenida de la Carlota	588-111-18
23441 South Pointe Drive	588-111-17
23421 South Pointe Drive	588-111-16
23461 South Pointe Drive	588-111-15
23175 Avenida de la Carlota	588-032-28

SECTION 5. This Ordinance shall not take effect until and unless General Plan Amendment No. 06-13-2608 takes effect.

SECTION 6. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 8. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 24th DAY OF JUNE, 2014.

_____
ANDREW BLOUNT, MAYOR

ATTEST:

_____
PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2014- was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 24th day of June, 2014, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 8th day of July, 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
PEGGY J. JOHNS, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss AFFIDAVIT OF POSTING
CITY OF LAGUNA HILLS) AND PUBLICATION

PEGGY J. JOHNS, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2014-, being:

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) TO ESTABLISH THE "HOSPITALITY OVERLAY ZONE (HOZ)" OVERLAY DISTRICT AND RELATED DEVELOPMENT STANDARDS FOR HOTEL USES AND AMENDING THE OFFICIAL ZONING MAP TO DENOTE THE HOZ OVERLAY DISTRICT ON THE ZONING MAP FOR +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA

on the 27th day of June, 2014, was published in summary in The Register and on the 18th day of July, 2014, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-2502 on the 25th day of June, 2014 and on the 9th day of July, 2014, caused to be posted in summary in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

_____
PEGGY J. JOHNS, CITY CLERK
Laguna Hills, California

EXHIBIT A

Zoning Text Amendment No. 06-13-2608
Laguna Hills Municipal Code
Title 9 "Zoning and Subdivisions"

Key: ~~Strikethrough~~ text indicates text that has been deleted.
Underlined text indicates text that has been inserted.

Table 9-10.050 Land Use Matrix

Table 9-10.050
LAND USE MATRIX

A	Accessory Use
C	Conditional Use
SUP	Special Use Permit
P	Permitted Use
S	Site Development Permit Required
T	Temporary Use
♦	Special Requirements
●	Prohibited Use
U	See Urban Village Specific Plan
L	See Laguna Hills Planned Community Development Plan and Text

Land Use	Zones	Estate Residential (ER)	Low Density Residential (LDR)	Medium Low Density Residential (MLDR)	Medium Density Residential (MDR)	High Density Residential (HDR)	Office Professional (OP)	Village Commercial (VC)	Freeway Commercial (FC)	Community Commercial (CC)	Mixed Use (MXU)	Neighborhood Mixed Use (NMU)	Community/Private Institution (C/PI)	Open Space-1 (OS-1) Parks	Open Space-2 (OS-2) Drainage Facilities	Open Space-3 (OS-3) Landscape Corridors	Planned Community (PC)	Planned Community Residential (PCR)	Reference
Hotel/motel		•	•	•	•	•	C	U	C	C	C	C	•	•	•	•	L	•	See Chapter 9-11

§9-11.030 Denotation/location of overlay districts

Overlay districts shall be denoted on the zoning map by the base district symbol followed by, as part of the symbol, parenthetically enclosed letters indicating the overlay district. The following overlay districts have been created:

District	Symbol	Location/Description
Vehicle Repair and Vehicle Body Repair/Paint Restoration	VR	23501, 23502, 23512, 23522, 23532, and 23551 Commerce Center Drive, in the North Laguna Hills Business Park
Hospitality Overlay Zone	HOZ	23002 Lake Forest Drive; 23052, 23041, 23046, 23061, and 23175 Avenida de la Carlota; 23421, 23441, and 23461 South Pointe Drive.

Chapter 9-11 Overlay Districts

§9-11.050 Hospitality Overlay Zone.

A. Purpose and Intent. The Hospitality Overlay Zone (HOZ) is intended to provide specific areas within the Mixed Use (MXU) and Freeway Commercial (FC) zones where alternative development standards can be applied to hotel uses.

B. Development Standards. The development standards applicable to hotel uses within the Hospitality Overlay Zone are shown within Table 9-11.050. All other development standards applicable to the Mixed Use (MXU) and Freeway Commercial (FC) zones and not in conflict with this section shall apply.

Table 9-11.050
HOSPITALITY OVERLAY ZONE DEVELOPMENT STANDARDS

Item	Standard
Maximum lot coverage	50%
Maximum density	1.0 FAR
Maximum building height	75 ft.
Minimum setback—front: Parking lot Parking structure Building	 5 ft. 10 ft. 10 ft.
Minimum setback—side (interior)	10 ft.
Minimum setback—street side	10 ft.
Minimum setback—rear	15 ft.

Item	Standard
Minimum landscape coverage	15%

Table 9-26.020 Freeway Commercial Uses

Table 9-26.020
FREEWAY COMMERCIAL USES

Uses	Permitted	Accessory	Reference
Hotel/motel	C		See Chapter 9-11

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

♦= Special requirements

Table 9-30.020 Mixed Uses

Table 9-30.020
MIXED USES

Uses	Permitted	Accessory	Reference
Hotel/motel	C		See Chapter 9-11

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

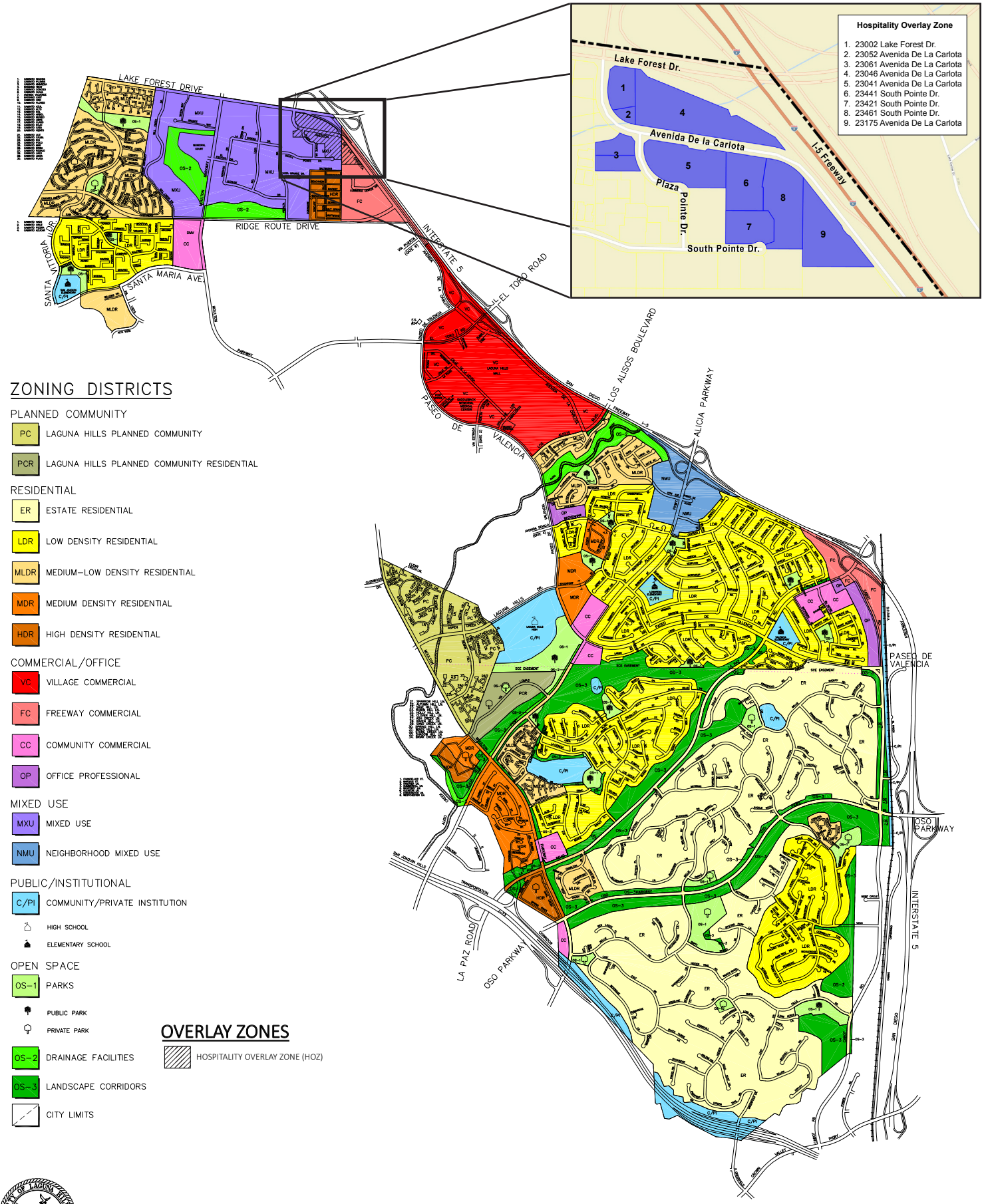
S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

♦= Special requirements

Exhibit B



CITY OF LAGUNA HILLS
ZONING DISTRICT MAP

DATE	REVISION
11/14/95	Adoption of Zoning Ordinance
07/01/96	Annexation Effective
09/18/00	PC Annexation
06/26/01	Nellie Gail Subdivision
09/25/09	Adoption of Zoning District Map Amendment

PREPARED BY THE PLANNING CENTER 0 600 1,200

LAH-70MF DWG 10/11/09

6/24/2014 ITEM NO. 5.1

THE ORANGE COUNTY REGISTER

O.C. tourism boom expected in 2013

By MARY ANN MILBOURN
2013-01-02 09:36:58

Orange County tourism had a rousing 2012, due to a boost from the Disneyland Resort's new Cars Land and the debut of John Wayne Airport service to Mexico, and experts are predicting an even better 2013.

"All of Southern California is doing well, but within Southern California, Orange County is doing even better," said Bruce Baltin, senior vice president at PKF Consulting, a hospitality industry research firm in Los Angeles.

Orange County saw a tourism increase across the board last year in terms of hospitality industry employment, hotel occupancy, room rates, visitor spending and airport passenger traffic, preliminary figures show. Forecasts see an additional 4 percent to 5 percent growth in 2013.

"The gradual ongoing recovery in the economy and the opening of a major attraction (Cars Land) has helped to give a real push to visitor spending, which has increased more than 10 percent this year, " said Skip Hull, an economist with CIC Research Inc. in San Diego.

The year just ended brought a welcome change of fortune for Orange County, where the leisure and hospitality business is the third-largest source of employment.

The local tourism industry saw a major downturn in 2009 when the Wall Street meltdown put a damper on travel nationwide. Orange County lost nearly 10,000 leisure and hospitality jobs from June 2008 to June 2009.

But in 2012, employment in the industry topped the previous 2008 record of 181,400 jobs. As of November, 182,000 people worked in hotel, theme park and other leisure and hospitality-related jobs in Orange County. The industry accounted for nearly 10,000 new local hires this year.

The Walt Disney Co. alone accounted for 5,000 jobs in the last year as part of its $1 billion makeover of California Adventure. Disney now has 25,000 workers, making it the second-largest employer in the county after UC Irvine.

Orange County hotels saw a particularly strong rebound after room occupancy dropped 4.8 percent in 2009 and room rates fell 10.4 percent.

PKF Consulting predicts hotel occupancy will rise to 74.5 percent this year, a 1.6 percent increase, and room rates to average just over $135, a 4.2 percent improvement. Both are well above STR's national forecast for an average occupancy rate of 61.4 percent and room rate of $111.

"I see a very strong 2013 on the back of rebounding growth in 2011 and 2012," said Alan X. Reay, president of Atlas Hospitality Group in Irvine. "Hotels are enjoying record profits."

Part of the strength is that demand is growing while relatively few new rooms are being added. Marriott opened a 130-room Residence Inn in San Juan Capistrano this year. A 149-room Residence Inn and a 145-room Fairfield Inn & Suites by Marriott are under construction in Tustin.

R.D. Olson Construction plans to break ground this year on a 200-room Marriott Courtyard at the Irvine Spectrum.

"We still have a lot of upward (pricing) ability because of a lack of new supply," Reay said.

Some of the demand is coming from additional travelers flying into John Wayne Airport. As of October, John Wayne passenger traffic was up 2.3 percent over the same period in 2011.

Passenger numbers surged starting in June when Southwest Airline's subsidiary, AirTran, launched John Wayne's first service to Mexico with one flight each day to Mexico City and Cabo San Lucas.

In October, Interjet, the Mexican airline, also initiated service in Orange County, offering one flight each day to Mexico City and Guadalajara.

Combined with increased domestic travel, John Wayne's passenger count was up 6.4 percent in November over November 2011.

"Mexico obviously was a big jumpstart," said Alan Murphy, airport director. "From June through August, passenger traffic increased 4 percent to 5 percent. September was a little off because of the end of summer, but October and November took off, up 6.9 percent and 6.4 percent."

He estimates Mexico service accounts for a third to a half of the 117,000 additional passengers that passed through the John Wayne's gates in the first 10 months of 2012.

Murphy expects the growth to continue in 2013 with passenger traffic hitting 9.2 million, up from about 9 million last year.

"Interjet added one additional flight (to Guadalajara) over the holidays, and AirTran already told us that for summer they will add a second daily flight to Cabo," he said.

Murphy said he is also hoping to add service to new destinations on the East Coast and, possibly, to Hawaii.

This story has been corrected to reflect STR's correct name.

Contact the writer: 714-796-3646 or mmilbourn@ocregister.com

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THE ORANGE COUNTY REGISTER

The hotel building rush is on in O.C. and L.A.

BY MARY ANN MILBOURN
2014-03-21 22:20:26

Bob Olson doesn't have a crystal ball about the timing of new hotels, but he may have something even better – 35 years of hard-won experience in the construction and development business.

Since 1979, when he started R.D. Olson Construction, Olson has been through every recession, every construction boom and every bust. He learned to see the telltale signs of recovery when everyone else was looking the other way.

So in 2010, as the hotel industry retreated into survival mode, Olson landed his first new project since cutting his pipeline in 2006 in advance of the recession. It was a Courtyard by Marriott in Oceanside.

"Truth be told, a lot of people thought it was the wrong move," Olson said. But hotels have a 2 1/2-year lead time, and "I thought the economy would turn."

In 2012, when the industry was just beginning to ramp up again, Olson completed four hotels, followed by seven in 2013. It was the beginning of an industry rush. Altogether, 20 hotel projects are in the pipeline in Orange County and 42 in Los Angeles, according to STR, a hotel industry research firm. That is the most local hotels underway since 2009.

Current projects on the drawing board include:

• The new Grand Wilshire Hotel in Los Angeles. A mixed-use office, retail and hotel project, the 73-story, 900-room development is being touted as the largest building west of the Mississippi River.

• In Anaheim, 14 hotels are in various stages of planning and construction. A 120-suite Springhill Suites by Marriott opened March 1.

• Olson is putting finishing touches on the eight-story, 210-room Courtyard by Marriott in the Irvine Spectrum, due to open in June.

• Olson plans to break ground in June on the eight-story, 250-room Pacific City Hotel in Huntington Beach. It should open in 2016.

• Olson was just selected to build the Lido House Hotel, a boutique property on the site of the former Newport Beach civic center that's in the early stages of planning.

This kind of building frenzy typically has marked a peak in the past, with the industry soon after finding itself with a glut of rooms.

Jan Freitag, a senior executive at STR, cited a quote by the late hotel developer John Q. Hammons about the industry's tendency to rationalize why there isn't an oversupply: "The industry isn't overbuilt, it's underdemolished."

But even with all the construction underway, hotel demand nationwide appears to be ahead of supply for the next year or two, Freitag said.

STR data show new-room supply is expected to increase 1.2 percent this year and 1.6 percent in 2015. The supply average over the past 25 years is 1.9 percent.

By STR's count, U.S. room demand is expected to continue to outstrip supply, increasing 2.3 percent this year and 2.1 percent in 2015.

"If the American economy grows and GDP grows and unemployment declines, room demand is going to continue to increase," Freitag said.

Alan X. Reay, an Irvine hotel consultant and broker, noted the industry fell far behind demand over the past five years. He said there also are some built-in market constraints in Southern California, including lack of available land and financing, as well as regulatory hurdles.

With hotel values increasing – Atlas reported a 37.6 percent increase in the total dollar volume of Southern California sales last year – and the average hotel property now 30 years old, Reay said, there is also more interest in tearing down properties and rebuilding from the ground up, which will replace existing rooms.

Kory Kramer of Irvine-based Pacific Hospitality Group, which is in a joint venture with Olson to develop and operate the Pacific City Hotel, thinks a distinction needs to be made between four-diamond luxury hotels like the one in Huntington Beach and select service properties like Courtyards by Marriott and Residence Inns. Select service properties provide limited service and include extended-stay and all-suite hotels.

The Pacific City Hotel, a project that was eight years in the making, will cater to a different business and leisure clientele that demands first-class service and amenities.

Every room will have an ocean view and the latest in Wi-Fi and television technology. The hotel will feature a top-of-the-line spa and fitness center, an outdoor courtyard with water features and fire pits, one of the largest ballrooms in Orange County, which will open out to an oceanfront event lawn, and a rooftop restaurant and bar overlooking the ocean.

It will be part of Pacific Hospitality's Meritage Collection of upscale properties, which includes the Estancia La Jolla Hotel & Spa, the Balboa Bay Resort, the Bacara Resort & Spa in Santa Barbara and The Meritage Resort and Spa in Napa.

Because few coastal sites are left to be developed, Kramer said, Pacific City is the only four-diamond luxury, ocean-view hotel project currently planned on the California coast.

"It's the preeminent principle of real estate – it's all about location," Kramer said.

Contact the writer: 714-796-3646

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City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: **JUNE 24, 2014**

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **DONALD J. WHITE**
ASSISTANT CITY MANAGER

ISSUE: **ADOPTION OF THE 2014-15 CIVIC CENTER BUDGET**

RECOMMENDATION: **THAT THE CITY COUNCIL APPROVE AND ADOPT THE 2014-15 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 space in the Civic Center. The City occupies 20,843 and leases out 31,127 square feet. Revenue from leasing operations covers the City's cost of occupancy and has the potential to earn a profit for the City in the form of distributions to the General Fund. For Fiscal Year 2014-15, staff is recommending a budget that will generate a Net Income of $67,034 and includes capital projects totaling $150,154. A positive Net General Fund Impact of $333,683 is projected.

BACKGROUND:

Attached to this agenda report is the proposed Civic Center budget for Fiscal Year 2014-15. This budget is based on the following leasing assumptions:

- Suite 100 will remain vacant.
- Suite 205 will remain vacant.
- Suite 201 will lease up effective January 1, 2015.
- Existing tenants in Suites 250, 300 and 304 will renew.

These assumptions are significant since they can trigger not only the start of a new revenue stream, but also tenant improvement and leasing commission costs. While staff is optimistic that Suites 100 and 205 may be leased up in the coming fiscal year, any leases will require large up front capital commitments. Therefore, staff is recommending that any costs and revenues associated with the leasing of Suites 100 and 205 be handled through budget amendments when leases are approved by the City Council.

Capital Projects

There are five capital projects proposed for next year.

1. Parking Lot Overlay/Slurry Seal ($92,454) – This project includes a complete renovation of the back lot and slurry sealing and striping the remaining areas. The project has been temporarily put on hold pending a potential land lease deal with an adjacent property owner. This project is funded through the Civic Center capital reserve account.

2. Artificial Turf ($26,000) – There is 5,100 square feet of turf area on the Civic Center property. There is currently a $2.00 per square foot turf removal rebate available from the Municipal Water District of Orange County. The budget shown is net of any rebates. This project will save on annual water and maintenance costs. There are sufficient funds in the Civic Center capital reserve account to pay for this project.

3. ADA Repairs ($20,000) – Under a new State law, property owners can conduct an audit of their property to determine any ADA deficiencies and then develop a plan to perform any needed improvements. Under the law, this is referred to as the Certified Access Specialist Program (CASp). CASp protects property owners from ADA related predatory law suits. This year, the City hired a firm to prepare a CASp report. The report identified necessary improvements to bring the Civic Center up to 100% compliance with the ADA. There are sufficient funds in the Civic Center capital reserve account to pay for this project.

4. Arch Flash Protection for Electrical Panels ($6,700) – To bring the electrical panels into compliance with the National Fire Protections Association's workplace safety requirements.

5. New Lobby Doors ($5,000) – This will change out the wood doors and replace them with metal doors, thereby cutting down on repair costs.

These projects total $150,154. The total budget for capital expenses is $180,502, which includes $11,968 in tenant improvements and $18,380 in leasing commissions.

FISCAL IMPACT:

For this current fiscal year, enterprise operations at the Civic Center required a contribution from the City of $179,000. It should be noted that since 2007, there have been a total of $700,000 distributed from the Civic Center Fund to the General Fund. During that same time, there have been no other General Fund Contributions to the Civic Center Fund. There have been transfers from the Civic Center Reserve Fund for capital expenditures. Three key factors that created a need for a General Fund contribution this

year: (1) City Council approved demolition of Suite 100; (2) revenues were short by about $35,000; and, (3) overall cash flow requirements. The result is an improved Civic Center Net Cash Flow from a budgeted (-$46,049) to a positive $74,023. Also, there is still an overall positive Net General Fund Impact of $208,492 for this fiscal year. In order to arrive at Net General Fund Impact, Contra Revenue is added to Net Cash Flow and then Debt Service and any General Fund Contributions are deducted. In the event of a General Fund distribution, it is added back. Contra revenue is the assumed cost of the City's occupancy in-lieu of lease payments and common area maintenance (CAM) charges.

The proposed 2014-15 budget projects a Net Operating Income of $67,034 and a net cash flow of $24,986. There is no anticipated General Fund Contribution or Distribution for FY 2014-15 under the proposed budget. Net General Fund Impact is projected at $333,683.

ATTACHMENTS:

- 2014-15 Civic Center Budget

Laguna Hills Civic Center
2014-15 Budget

	Adopted Budget 2013-14	Estimated Actuals 2013-14	Proposed Budget 2014-15
Rental Income	1,049,952	1,013,257	1,083,663
Contra Revenue	(549,965)	(549,965)	(549,965)
CAM Income	54,853	60,478	68,506
Contra CAM	(48,267)	(63,504)	(58,732)
CAM Rec Revenue	-	12,910	-
Other	-	4,820	-
Total Revenue	506,573	477,996	543,472
Direct Operating Expenses	(443,735)	(446,186)	(455,772)
Net Operating Income	**$ 62,838**	**$ 31,810**	**$ 87,700**
Indirect Operating Expenses	(19,866)	(24,791)	(20,666)
Net Income	**42,972**	**7,019**	**67,034**
Capital Expenses	(181,475)	(226,325)	(180,502)
Net Cash Flow After Capital	(138,503)	(219,306)	(113,468)
General Fund Contribution		179,000	
Capital Reserve Fund	92,454	114,329	138,454
Grant Monies			
Enterprise Fund Cash Distribution to General Fund	-	-	-
Civic Center Net Cash Flow	**(46,049)**	**74,023**	**24,986**
General Fund Impact			
Add Back Contra Revenue	598,232	613,469	608,697
Less Debt Service	(300,000)	(300,000)	(300,000)
(G.F. Contribution)/G.F. Distribution	-	(179,000)	-
Net General Fund Impact + (-)	***$ 252,183***	***$ 208,492***	***$ 333,683***

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: JUNE 24, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: CONTRACT WITH COUNTY OF ORANGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2014/2015

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE CONTRACT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2014/2015, AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACT.

SUMMARY:

Staff was once again advised of the availability of federal Community Development Block Grant (CDBG) funding for "Public Facilities and Improvements" for Fiscal Year 2014/2015, administered by the County of Orange. Staff completed and submitted the appropriate CDBG application on behalf of the Florence Sylvester Senior Center in the amount of $75,000. For Fiscal Year 2014/2015, the City of Laguna Hills has tentatively been awarded the full requested amount to assist Age Well Senior Services in completing a number of improvements at the Florence Sylvester Senior Center.

Staff recommends that the City Council approve the contract with the County of Orange documenting the use and limitations associated with the funds and authorize the Mayor and City Manager to execute the contract.

BACKGROUND:

The County of Orange is responsible for administering all programs for those cities who participate in the Urban County Program, including the CDBG program. The Urban County consists of the unincorporated areas of Orange County, and the cities which are "non-entitlement" cities. "Non-entitlement" cities are those with a population under 50,000. There are thirteen cities in the county that must utilize the Urban County Program in order to access these funds, which are allocated on a competitive basis.

For Fiscal Year 2014/2015, the City of Laguna Hills has tentatively been awarded $75,000 in CDBG funds for the following project:

Florence Sylvester Senior Center
The Florence Sylvester Senior Center provides a variety of services to the elderly/frail elderly population of the community. Because of the high number of elderly/frail population that utilize the Center on a daily basis and the high visibility of the Center, staff is requesting funds for the following improvements: (1) removal of landscaping on the south side of the building and replacing it with hardscape to create safe staging area for Meals on Wheels program; (2) purchase and install audio/video equipment for educational presentations; and (3) remove all fluorescent light fixtures and replace with energy-efficient fixtures to reduce energy consumption. These improvements will assist in increasing the Center's sustainability and accessibility, while simultaneously reducing costs.

Approval of the attached contract with the County of Orange commits the City of Laguna Hills to spend the CDBG funds consistent with any applicable federal, state, and county laws and regulations. Funds must be spent only on eligible projects and City staff must complete the documentation and reporting requirements associated with expenditure of the funds.

Staff will return to the City Council at a future meeting to obtain approval for a contract between the City of Laguna Hills and Age Well Senior Services.

FISCAL IMPACT:

In accordance with the initial application submitted by the City of Laguna Hills to the County of Orange, the City agrees to leverage the County's funds with in-lieu staff time totaling approximately $11,000. No other commitment of General Fund monies is required.

CEQA FINDINGS:

The Florence Sylvester Senior Center Rehabilitation project has been found to be Categorically Exempt from the requirements of the California Environmental Quality Act based upon a Class 1 – Existing Facilities (Section 15301) exemption.

ATTACHMENTS:

- Preliminary Funding Letter from the County
- Draft Agreement with the County of Orange for FY 2014/2015 CDBG Funds

CONTRACT

BETWEEN

COUNTY OF ORANGE

AND

CITY OF LAGUNA HILLS

FOR

PUBLIC FACILITIES & IMPROVEMENTS

FLORENCE SYLVESTER SENIOR CENTER REHABILITATION

CDBG – CFDA NUMBER 14.218

6/24/2014 ITEM NO. 6.2.2

CONTRACT

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Exhibit D – Lobbying Form LLL

AGREEMENT

This Agreement, 14-22-0004 PFI hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2606; hereinafter referred to as "COUNTY," and the City of Laguna Hills, a municipal corporation, in the State of California, located at 24035 El Toro Road, Laguna Hills, CA 92653-3103, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

This Agreement, hereinafter referred to as CONTRACT, is entered into on _____.

RECITALS

This CONTRACT is made with reference to the following facts, among others:

WHEREAS, COUNTY has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383, as amended) for the purpose of funding programs meeting one of the HUD national objectives; and

WHEREAS, a Grant Agreement between HUD and the County of Orange has been entered; and

WHEREAS, COUNTY and Participating Cities previously entered into a Cooperation Agreement dated July 1, 2012 as amended, in which both PARTIES agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activity; and

WHEREAS, SUBRECIPIENT has submitted to COUNTY an application for funding under FY 2014-15 Public Facilities & Improvements Request For Proposal and activity was deemed eligible for funding; and

WHEREAS, COUNTY adopted its FY 2014-15 Annual Action Plan, (hereinafter referred to as "Annual Action Plan"), including any substantial amendments, which sets forth the PROGRAM described herein; and

WHEREAS, HUD, in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of COUNTY to determine whether COUNTY has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated "1.5 ratio" threshold; and

WHEREAS, COUNTY approved an allocation of $75,000.00 (Seventy-Five Thousand Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Year 2014-15 under Job Number KC14081 / IDIS Number 2081; and

WHEREAS, HUD has accepted and certified the aforementioned ANNUAL ACTION PLAN; and

WHEREAS, COUNTY engages SUBRECIPIENT to assist COUNTY in utilizing aforesaid funds:

NOW, THEREFORE, the PARTIES mutually agree as follows:

DEFINITIONS

For the purposes of this CONTRACT the following definitions shall apply:

1. HUD: United States Department of Housing and Urban Development.

2. OC COMMUNITY RESOURCES (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.

3. DIRECTOR: DIRECTOR of OC Community Resources, or designee.

4. PROGRAM INCOME: The gross income received by SUBRECIPIENT directly generated from the use of the subject program funds.

5. GRANTEE PERFORMANCE REPORT (GPR) INFORMATION FORM: A PROGRAM activity data document provided by COUNTY to SUBRECIPIENT used to monitor and track the performance of SUBRECIPIENT.

6. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY: A COUNTY document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)

7. PROJECT: Any site or sites, including buildings, and/or activities assisted with federal program funds.

8. OMB: Federal Office of Management and Budget.

9. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.

10. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.

11. CONTINUUM OF CARE: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.

12. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)

13. EQUIPMENT: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

14. SUBSTANTIAL AMENDMENT: The following criteria will be used by the COUNTY – if any one criteria applies, a substantial amendment will be required:
    14.1 A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
    14.2 When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; and/or
    14.3 An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
        14.3.1 An increase in funding for a public service activity in an amount greater than a 50% increase over the current funded amount; or
        14.3.2 An increase in the funding for public facility improvements/housing rehabilitation in an amount greater than a 50% increase over the current funded amount.

15. CONSTRUCTION BID PACKAGE: A package of bidding documents which includes the proposal, bidding instructions, CONTRACT documents, detailed estimated costs, and plans and specifications for a construction project, all prepared in accordance with applicable Federal regulations.

16. PROGRAM ADMINISTRATION: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

ARTICLES

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of CONTRACT:** This CONTRACT shall be effective from July 1, 2014 through June 30, 2015, unless otherwise terminated by the COUNTY. The term of this CONTRACT may be extended upon mutual agreement of the PARTIES in writing in accordance with paragraph 2.2.
    2.1 Eligible costs related to services provided by SUBRECIPIENT must be incurred during the period beginning July 1, 2014. The Project shall be completed and all funds provided through this CONTRACT shall be expended on eligible Project activities through and including June 30, 2015.
    2.2 Housing Rehabilitation CONTRACTS and Public Facilities & Improvement CONTRACTS.
        2.2.1 SUBRECIPIENT may be eligible to request additional funding up to the maximum set forth in the applicable FY 2014-15 Annual Action Plan if *SUBRECIPIENT* meets or exceeds any one of the Required Expenditure Thresholds at 50%, 70% or 80% on or prior to the milestone date as set forth in paragraph 22.3.3.

2.2.2 If additional funding is available for allocation to SUBRECIPIENT, SUBRECIPIENT and COUNTY shall first amend the *SUBRECIPIENT SCOPE OF SERVICES* component of this CONTRACT. Furthermore, SUBRECIPIENT shall demonstrate, to the satisfaction of DIRECTOR that the required Performance Expenditure and Accomplishment Thresholds set forth in paragraph 24.3 will continue to be met before such extension and additional allocation shall be granted.

2.2.3 CONTRACT Extension

2.2.3.1 The term of this CONTRACT and the provisions herein may be extended to cover an additional time period as specified herein.

2.2.3.2 The date for PROJECT completion and expenditure of all funds may be extended by the DIRECTOR without further action by the BOARD for a period not to exceed six (6) months from June 30, 2015. For all extensions, the deadline for submittal of invoices shall be forty-five (45) days after the new expiration date.

2.2.3.3 CONTRACT extension provisions are not applicable to PROGRAM ADMINISTRATION activities.

2.3 Housing Rehabilitation CONTRACTS and Public Services CONTRACTS may not be renewed. ~~on the same terms, conditions, and scope of services for up to two (2) individual consecutive one-year periods upon mutual written agreement by the COUNTY and SUBRECIPIENT~~.

3. Contingency of Funds: SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by Federal, State of California or local Government funds to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.

3.1 If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by SUBRECIPIENT, the CONTRACT may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify SUBRECIPIENT at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the COUNTY in the event this provision is exercised and the COUNTY shall not be obligated nor liable for any damages as a result of termination under this provision of this CONTRACT, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the COUNTY in any CONTRACT or other obligation for future payment of money in excess of appropriations authorized by law.

4. Fiscal Appropriations: This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.

5. Adjustments – Scope of Services: No adjustments made to the scope of services will be authorized without prior written approval of the COUNTY assigned Purchasing Agent.

6. **Changes/Extra Work:** The SUBRECIPIENT shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the SUBRECIPIENT's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

   If COUNTY-initiated changes or changes in laws or government regulations affect price, the SUBRECIPIENT's ability to deliver services, or the program schedule, the SUBRECIPIENT shall give the COUNTY written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the SUBRECIPIENT was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY-assigned Purchasing Agent, shall require the mutual consent of all PARTIES, and may prohibit the SUBRECIPIENT from proceeding with the work as set forth in this CONTRACT.

7. **Breach of CONTRACT:** The failure of the SUBRECIPIENT to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

   Terminate the CONTRACT immediately, pursuant to paragraph K and paragraphs 28 through 30 herein;

   Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;

   Discontinue payment to the SUBRECIPIENT for and during the period in which the SUBRECIPIENT is in breach; and

   Offset against any monies billed by the SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

8. **Conditions Affecting Work:** The SUBRECIPIENT shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the SUBRECIPIENT to do so will not relieve SUBRECIPIENT from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.

9. **Conflict of Interest – SUBRECIPIENT's Personnel:** The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub-tier SUBRECIPIENTs; and third Parties associated with accomplishing work and services hereunder. The SUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

SUBRECIPIENT agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.

SUBRECIPIENT further covenants that in the performance of this CONTRACT no person having such a financial interest shall be employed or retained by SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of COUNTY or SUBRECIPIENT, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

10. **Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The SUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.

11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

12. **Contingent Fees:** The SUBRECIPIENT warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the SUBRECIPIENT or bona fide established commercial or selling agencies maintained by the SUBRECIPIENT for the purpose of securing business.

    For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the SUBRECIPIENT.

13. **Bankruptcy/Insolvency:** If the SUBRECIPIENT should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the SUBRECIPIENT's insolvency, the COUNTY may terminate this CONTRACT.

14. **SUBRECIPIENT's Project Manager and Key Personnel:**

    SUBRECIPIENT shall appoint a 'SUBRECIPIENT Project Manager' to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. The name of the SUBRECIPIENT Project Manager shall be provided to the COUNTY. If there be a SUBRECIPIENT Project Management change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.

15. **Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the SUBRECIPIENT in the performance of this CONTRACT will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the SUBRECIPIENT after completion or termination of this CONTRACT without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this CONTRACT.

16. **County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

    16.1 In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;

    16.2 In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;

    16.3 A certification that the SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and

    16.4 A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

    Failure of the SUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another SUBRECIPIENT. In the event a CONTRACT has been issued, failure of the SUBRECIPIENT to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

17. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays $600 or more or with whom the COUNTY enters into a CONTRACT for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations as set forth in Exhibit A., attached hereto and incorporated herein by reference.

    The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a CONTRACT for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a CONTRACT for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

18. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The SUBRECIPIENT shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the SUBRECIPIENT shall apply to serving the COUNTY's needs regardless of the circumstances. If the SUBRECIPIENT is unable to supply the goods/services under the terms of the CONTRACT, then the SUBRECIPIENT shall provide proof of such disruption and a copy of the invoice for the goods/services from the SUBRECIPIENT's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the SUBRECIPIENT shall show both the emergency purchase order number and the CONTRACT number.

19. **SUBRECIPIENT's Responsibilities:** The SUBRECIPIENT shall:
    19.1 Operate and manage the Project and provide Services/Activities as set forth herein. In this regard the SUBRECIPIENT will assess current services being provided, assess what Services/Activities are needed, or have been requested, and structure the Services/Activities accordingly.

20. **Business License:** At its own expense, SUBRECIPIENT shall qualify to do business and obtain and maintain such licenses as may be required for the performance by SUBRECIPIENT of its services under this CONTRACT.

21. **Substantial Amendments:**
    21.1 If any amendment results in a change in the funding amount, that does not trigger a SUBSTANTIAL AMENDMENT, as defined, SUBRECIPIENT SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment executed by Director and SUBRECIPIENT.
    21.2 In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the COUNTY will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a "Non-Substantial Amendment". In the event that any of these "administrative" reprogramming actions fall under the "Substantial Amendment" criteria, the proposed actions to the Citizen Participating process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

22. **Payment Requirements:**
    22.1 CONTRACT Amount: It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment B., - Compensation to SUBRECIPIENT attached hereto and incorporated herein by reference.
    22.2 COUNTY will reclaim any unused balance of funds for reallocation to other COUNTY approved projects.

22.3 Payment of Project Activities:

22.3.1 Payment of Project Activities: COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on July 1, 2014, and must provide adequate documentation as required by COUNTY in accordance with the *OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY*, as set forth in Exhibit B., attached hereto and incorporated herein by reference. In addition, SUBRECIPIENT will provide a progress performance report ("GPR INFORMATION FORM") for the time period covered, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by COUNTY.

22.3.2 If SUBRECIPIENT has no request for reimbursement during any quarter during the term of this CONTRACT, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

22.3.3 The following "Required Expenditure Threshold" criteria have been established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of funds received through this CONTRACT, through term of CONTRACT. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

Milestone Date	*Minimum Required Expenditure Threshold*
January 15th	50% of Contracted Amount Expended
March 15th	70% of Contracted Amount Expended
April 15th	80% of Contracted Amount Expended

22.3.4 SUBRECIPIENT will have forty-five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty-five (45) day period for submitting invoices has expired, COUNTY shall reallocate the remaining balance under this CONTRACT for other program purposes and SUBRECIPIENT shall be ineligible for any further reimbursement.

22.4 Funds shall not be disbursed for any costs incurred prior to the certification by COUNTY and HUD of Certificate(s) of Insurance and environmental compliance as further defined in paragraph P and paragraph 33 of this CONTRACT. Additionally, no funds shall be disbursed prior to submittal of certified payroll documentation to COUNTY with each invoice package/request for payment, as further defined in Paragraph 33.

22.5 Readiness – for Housing Rehabilitation and Public Facilities & Improvement Projects:

SUBRECIPIENT shall be required to demonstrate to COUNTY its readiness to immediately initiate its Project upon execution of this CONTRACT by providing to the COUNTY documentation including, but not limited to, the following: Board or Council Minutes/Resolution; Awarded bid documents with timeline requirements; and, executed Architect and Engineer (hereafter referred to as "A&E") contracts

with specific project timelines consistent with funding. By September 30 of CONTRACT term, SUBRECIPIENT shall provide COUNTY a Project Readiness Checklist incorporating the status of all Project-phasing milestones. In the case of milestones not yet reached, SUBRECIPIENT shall provide projected target dates for when said milestones would be met. The Project Readiness Checklist shall clearly demonstrate that SUBRECIPIENT will meet the "Required Expenditure Thresholds" as set forth in paragraph 24.3. SUBRECIPIENT acknowledges that said Project Readiness Checklist may be considered to evaluate the performance of the SUBRECIPIENT.

23. Program Income

23.1 SUBRECIPIENT shall comply with regulations set forth in 24 CFR 570.504, as well as all applicable State or COUNTY regulations concerning the reporting and payment procedures for program income.

23.2 All Program Income accrued shall be returned to COUNTY on a quarterly basis prior to SUBRECIPIENT receiving any reimbursement from grant funds provided under this CONTRACT.

23.3 SUBRECIPIENT shall provide information of the receipt of Program Income by SUBRECIPIENT related to Program on all GPR INFORMATION FORMS submitted with requests for reimbursement.

23.4 SUBRECIPIENT shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the CONTRACT fiscal year.

24. Performance:

24.1 SUBRECIPIENT shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. SUBRECIPIENT also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this CONTRACT.

24.2 SUBRECIPIENT shall comply with all applicable HUD regulations, as described in paragraph 35 General Administration of this CONTRACT, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of COUNTY or HUD and shall be submitted by SUBRECIPIENT in report form to COUNTY by dates specified by COUNTY.

24.3 The following "Performance Threshold" criteria shall be used to assess the level of performance of the SUBRECIPIENT, including Attachment A. - Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the SUBRECIPIENT must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that SUBRECIPIENT has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.

Milestone Date	*Minimum Required Expenditure Threshold*
January 15th	50% of Contracted Amount Expended 50% of Proposed Accomplishments Met
March 15th	70% of Contracted Amount Expended 70% of Proposed Accomplishments Met
April 15th	80% of Contracted Amount Expended 80% of Proposed Accomplishments Met

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will negatively affect future funding to SUBRECIPIENT. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will impact future funding to SUBRECIPIENT.

24.4 SUBRECIPIENT shall complete and submit a Year End GPR INFORMATION FORM by July 15, after the close of the CONTRACT fiscal year.

24.5 Should the activity being funded through this CONTRACT be completed, cancelled or terminated prior to the termination date set forth herein in paragraph 2. Additional Terms and Conditions, SUBRECIPIENT shall complete and submit a Mid-Year GPR INFORMATION FORM at the time of the completion, cancellation or termination. Said GPR INFORMATION FORM shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the *SCOPE OF SERVICES,* as set forth in Attachment A., attached hereto and incorporated herein by reference. If activity funded through this CONTRACT is completed, or if funds allocated through this CONTRACT are fully expended, prior to end of CONTRACT term, SUBRECIPIENT must continue to serve its clients for the entire term of this CONTRACT.

24.6 SUBRECIPIENT shall complete and submit a GPR INFORMATION FORM in support of all requests for reimbursement. Said GPR INFORMATION FORM shall consist of a cumulative report of project related accomplishments as set forth in Attachment A., SCOPE OF SERVICES, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this CONTRACT SUBRECIPIENT has no activity occur during any quarter, SUBRECIPIENT shall prepare and submit to COUNTY a Quarterly GPR INFORMATION FORM, regardless of actual activity.

24.7 SUBRECIPIENT acknowledges that the GPR INFORMATION FORM is a monitoring tool that will be reviewed and evaluated to determine SUBRECIPIENT's level of performance relative to this CONTRACT.

24.8 SUBRECIPIENT shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by COUNTY.

25. Performance Monitoring:

25.1 Performance Monitoring of SUBRECIPIENT by COUNTY and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY or HUD representatives.

25.2 COUNTY shall periodically evaluate SUBRECIPIENT's progress in complying with the terms of this CONTRACT. SUBRECIPIENT shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to SUBRECIPIENT.

25.3 COUNTY shall monitor the performance of SUBRECIPIENT against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by COUNTY, will constitute non-compliance with this CONTRACT for which COUNTY may immediately terminate the CONTRACT. If action to correct such substandard performance is not taken by SUBRECIPIENT within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in paragraph 39 of this CONTRACT.

26. Disputes – CONTRACT:

26.1 The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the SUBRECIPIENT's Project Manager and the COUNTY's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:

26.1.1 The SUBRECIPIENT shall submit to the agency/department assigned COUNTY Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.

26.1.2 The SUBRECIPIENT's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which the SUBRECIPIENT believes the COUNTY is liable.

26.2 Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to diligently proceed with the provision of services under this CONTRACT. The SUBRECIPIENT's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the COUNTY Purchasing Agent or his designee. If the COUNTY fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT's demand, it shall be deemed a final decision adverse to the SUBRECIPIENT's contentions. Nothing in this section shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause as stated in paragraph K herein.

27. Gratuities: The SUBRECIPIENT warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the SUBRECIPIENT or any agent or representative of the SUBRECIPIENT to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the

COUNTY in procuring on the open market any services which the SUBRECIPIENT agreed to supply shall be borne and paid for by the SUBRECIPIENT. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

28. Termination – Convenience of the COUNTY: The COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the COUNTY's interest. The agency/department assigned buyer shall terminate the CONTRACT by delivering to the SUBRECIPIENT a written notice of termination specifying the extent of the termination and the effective date thereof. The PARTIES agree that, as to the terminated portion of the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the SUBRECIPIENT shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The SUBRECIPIENT shall:

28.1 Stop work as specified in the notice of termination;

28.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;

28.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;

28.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;

28.5 As directed by the assigned buyer transfer title and deliver to the COUNTY (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the CONTRACT had been completed, would be required to be furnished to the COUNTY;

28.6 Complete performance of the work not terminated; and

28.7 Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this CONTRACT that is in the possession of the SUBRECIPIENT and in which the COUNTY has or may acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.

At the completion of the SUBRECIPIENT's termination efforts, the SUBRECIPIENT may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the SUBRECIPIENT shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the COUNTY.

The SUBRECIPIENT shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the SUBRECIPIENT within the ninety-day (90-day) period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension. The SUBRECIPIENT and the COUNTY may agree upon the whole or any part of the amount to be paid

because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total CONTRACT price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the SUBRECIPIENT paid the agreed amount.

If the SUBRECIPIENT and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the SUBRECIPIENT the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set forth above:

28.8 The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and

28.9 Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the SUBRECIPIENT the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.

The SUBRECIPIENT shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.

The SUBRECIPIENT shall have the right to appeal, under the COUNTY's protest procedure, any determination made by the COUNTY, except that if the SUBRECIPIENT failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.

In arriving at the amount due the SUBRECIPIENT under this clause, there shall be deducted:

28.10 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT;

28.11 Any claim which the COUNTY has against the SUBRECIPIENT under this or any other CONTRACT; and

28.12 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the SUBRECIPIENT or sold under the provisions of this clause and not recovered by or credited to the COUNTY.

If the termination is partial, the SUBRECIPIENT may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the SUBRECIPIENT for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by agency/department.

The COUNTY may:

28.13 Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the SUBRECIPIENT for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the contactor will be entitled; and

28.14 If the total payments exceed the amount finally determined to be due, the SUBRECIPIENT shall repay the excess to the COUNTY upon demand.

In determining the amount payable to the SUBRECIPIENT and notwithstanding any other provision, if it appears that the SUBRECIPIENT would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.

Unless otherwise provided in this CONTRACT or by statute, the SUBRECIPIENT shall maintain all records and documents relating to the terminated portion of this CONTRACT for five (5) years after final settlement. This includes all books and other evidence bearing on the SUBRECIPIENT's costs and expenses under this CONTRACT. The SUBRECIPIENT shall make these records and documents available to the COUNTY, at the SUBRECIPIENT's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

29. Termination – Orderly: After receipt of a termination notice from the County of Orange, the SUBRECIPIENT shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the SUBRECIPIENT. Upon termination COUNTY agrees to pay the SUBRECIPIENT for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

30. Stop Work: The COUNTY may, at any time, by written stop work order to the SUBRECIPIENT, require the SUBRECIPIENT to stop all or any part of the work called for by this CONTRACT for a period of 90 days after the stop work order is delivered to the SUBRECIPIENT and for any further period to which the PARTIES may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the SUBRECIPIENT shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the SUBRECIPIENT or within any extension of that period to which the PARTIES shall have agreed, the COUNTY shall either:

30.1 Cancel the stop work order; or

30.2 Terminate work covered by the stop work order as provided for in the termination for default or the termination for convenience clause of this CONTRACT.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the SUBRECIPIENT shall resume work. The COUNTY shall make an equitable adjustment in the delivery schedule, the CONTRACT price, or both, and the CONTRACT shall be modified in writing accordingly if:

30.3 The stop work order results in an increase in the time required or in the SUBRECIPIENT's cost properly allocable to the performance of any part of this CONTRACT; and

30.4 The SUBRECIPIENT asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the COUNTY decides the facts justify the action, the COUNTY may receive and act upon a proposal submitted at any time before final payment under this CONTRACT.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination - Convenience of COUNTY," the COUNTY shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the COUNTY shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related CONTRACT of the SUBRECIPIENT that provides for adjustment and is affected by any stop work order under this clause. The COUNTY shall not be liable to the SUBRECIPIENT for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the PARTIES hereto.

31. Federal Administrative Requirements:

31.1 **Financial Management:**

31.1.1 Accounting Standards: SUBRECIPIENT agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

31.1.2 Cost Principles: SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State and Local Governments" (and if SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

31.2 **Civil Rights**

Compliance

31.2.1 SUBRECIPIENT agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

31.2.2 **Rehabilitation Act**

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in

any federally assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this CONTRACT.

31.2.3 **Nondiscrimination in Employment and Contracting**
SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

31.3 **Drug-Free Workplace**:
The SUBRECIPIENT hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit C., attached hereto and incorporated herein by reference. The SUBRECIPIENT will:

31.3.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

31.3.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

31.3.2.1 The dangers of drug abuse in the workplace;

31.3.2.2 The SUBRECIPIENT's policy of maintaining a drug free workplace;

31.3.2.3 Any available counseling, rehabilitation, and employee assistance programs; and

31.3.2.4 Penalties that may be imposed upon employees for drug abuse violations.

31.3.3 Provide as required by Government Code Section 8355(c) that every employee who works under this CONTRACT:

31.3.3.1 Will receive a copy of the company's drug-free policy statement; and

31.3.3.2 Will agree to abide by the terms of the company's statement as a condition of employment under this CONTRACT.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the SUBRECIPIENT may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:

31.3.3.3 The SUBRECIPIENT has made false certification, or

31.3.3.4 The SUBRECIPIENT violates the certification by failing to carry out the requirements as noted above.

31.4 **Affirmative Action:** SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

31.5 **Americans with Disabilities Act:** SUBRECIPIENT agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government

Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

31.6 **Employment Restrictions:**

31.6.1 **Prohibited Activity:** SUBRECIPIENT is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

31.6.2 **OSHA:** Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

31.6.3 **Employee Rights**

Federal Minimum Wage

31.6.3.1 SUBRECIPIENT must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.

31.6.4 **California Minimum Wage**

31.6.4.1 SUBRECIPIENT must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

31.7 **Hatch Act:** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

31.8 **Religious Organization/Activities:** In accordance with 24 CFR 570.200(j), SUBRECIPIENT shall not discriminate against faith-based organizations in administering its federal HUD activities. However, SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with 24 CFR 570.200 (j)(2).

31.9 **Anti-Lobbying:** SUBRECIPIENT certifies that:

31.9.1 No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal CONTRACT, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or Cooperative Agreement; and

31.9.2 SUBRECIPIENT will complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and

31.9.3 SUBRECIPIENT shall include subject anti-lobbying certification in award documents for all sub-SUBRECIPIENTs at all tiers (including sub-subcontracts, sub-subgrants, and CONTRACT under grants, loans, and Cooperative Agreements) and that all sub-SUBRECIPIENTs shall certify and disclose accordingly.

31.10 **Audits:** If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed $500,000 (Five hundred thousand dollars and no cents) as specified in OMB Circular A-133-Revised, SUBRECIPIENT shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than $500,000. SUBRECIPIENT will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

SUBRECIPIENT will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to COUNTY within six (6) months of the end of each CONTRACT year in which SUBRECIPIENT has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT, as well as future funding qualification. SUBRECIPIENTS, which are exempt from statutory audit requirements, shall maintain records, which are available for review by COUNTY or Federal officials. SUBRECIPIENT acknowledges that any and all "Financial Statements" submitted to COUNTY pursuant to this COUNTY become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government Code.

31.11 **Modifications/Transfers of Real Property:**

31.11.1 Any proposed modification or change in use of real property acquired or improved, in whole or in part, by CDBG funds from the use planned at the time of the acquisition or improvement, including disposition, is prohibited.

31.11.2 SUBRECIPIENT shall ensure that any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 is either:

31.11.2.1 Used to meet one of the national objectives contained in 24 CFR 570.208 for a period not less than five years, or for such period of time as determined to be appropriate by COUNTY, after expiration of the CONTRACT and close-out of SUBRECIPIENT's participation in the CDBG Program, or, until five years after the close-out of the grant from which the assistance to the property, whichever occurs first; or,

31.11.2.2 Disposed of in a manner which results in COUNTY being reimbursed in an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph 33.11.2.1 above.

31.12 **Labor Standards**

31.12.1 SUBRECIPIENT agrees to contact COUNTY no less than fourteen (14) days prior to the Pre-Construction Meeting date to seek consultation regarding application of requirements per federal labor standards regulations or Davis-Bacon related Acts.

31.12.2 SUBRECIPIENT will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.

31.12.3 SUBRECIPIENT agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of CONTRACT work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, State and local laws and regulations pertaining to labor standards. SUBRECIPIENT shall maintain all applicable documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request.

31.12.4 SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, all contractors engaged in contracts of $2,000.00 or more for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this CONTRACT, shall comply with all applicable federal requirements including Department of Labor regulations, under 29 CFR, Parts 3, 1, 5, 7 and 1926 governing the payment of wages and ratio of apprentices and trainees to journeymen. Nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher rate under state or local laws SUBRECIPIENT shall insert provisions meeting the requirements of this paragraph in all such CONTRACTS.

31.12.5 In case where the Davis-Bacon Act applies, SUBRECIPIENT agrees to submit the Construction Bid Package for this project to DIRECTOR for modification, SUBRECIPIENT shall construct project in accordance with the approved Construction Bid Package.

31.13 **California Labor Code Compliance**

31.13.1 If Prevailing Wage laws apply, SUBRECIPIENT hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for COUNTY under this CONTRACT. SUBRECIPIENT herein agrees that SUBRECIPIENT shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.

31.13.2 Payroll Records

SUBRECIPIENT agrees that:

Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.

Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.

Certified copies of all payroll records shall be submitted on a weekly basis to COUNTY through the duration of this CONTRACT.

SUBRECIPIENT acknowledges that failure to comply with Section 1776 may result in a forfeiture of twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

31.14 **Economic Opportunities**

31.14.1 Compliance

This CONTRACT is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject SUBRECIPIENT and any sub-subrecipients, their successors and assigns, to those remedies specified herein. SUBRECIPIENT certifies and agrees that no conflict exists which would prevent compliance with requirements.

The SUBRECIPIENT agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this CONTRACT:

"The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The PARTIES to this

CONTRACT agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the PARTIES *to this CONTRACT certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*

The SUBRECIPIENT *agree to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*

The SUBRECIPIENT *agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The* SUBRECIPIENT *will not subcontract with any subcontractor where the* SUBRECIPIENT *has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.*

The SUBRECIPIENT *will certify that any vacant employment positions, including training positions, that are filled (1) after the* SUBRECIPIENT *is selected but before the CONTRACT is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the* SUBRECIPIENT*'s obligations under 24 CFR part 135.*

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this CONTRACT. Section 7(b) requires that to the greatest extend feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. PARTIES to this CONTRACT that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

32. Environmental Conditions:

32.1 SUBRECIPIENT shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by COUNTY and/or HUD of environmental compliance.

32.2 SUBRECIPIENT shall incur no costs for any project-related activity defined in SUBRECIPENT SCOPE OF SERVICES and COUNTY shall not disburse funds prior to certification by COUNTY and/or HUD for environmental compliance.

32.3 SUBRECIPIENT shall provide requested material to COUNTY for the Environmental Review process required by applicable regulations.

32.4 **Air and Water:** SUBRECIPIENT agrees to comply with the following regulations in so far as they apply to the performance of this CONTRACT:

32.4.1 Clean Air Act, 42 U.S.C., 1857, et seq.

32.4.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

32.4.3 Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.

32.5 **Flood Disaster Protection:** SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this CONTRACT, as it may apply to the provisions of this CONTRACT.

32.6 **Lead-Based Paint:** SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this CONTRACT shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, particularly, 24 CFR 35.100 through 35.175. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified with the "Protect Your Family From Lead In Your Home" publication, found at http://www.epa.gov/lead that such properties may include lead-based paint.

32.7 **Historic Preservation:** SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Protection of Historic Properties, insofar as they apply to the performance of this CONTRACT.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

32.8 **Energy Efficiency Standards:** SUBRECIPIENT agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

33. General Administration:

33.1 **Fair Housing:** SUBRECIPIENT shall affirmatively further fair housing in accordance with 24 CFR 570.904.

33.2 **Grantor Recognition:** SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently

labeled as to funding source. In addition, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this CONTRACT. SUBRECIPIENT will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of COUNTY or HUD.

33.3 **Records to be Maintained:** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT. Such records shall include, but not be limited to:

33.3.1 Records providing a full description of each activity undertaken;

33.3.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

33.3.3 Records required to determine the eligibility of activities;

33.3.4 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;

33.3.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

33.3.6 Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

33.3.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.

33.3.8 Retention: SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this CONTRACT for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this CONTRACT shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

33.4 **Client Data**

33.4.1 SUBRECIPIENT shall maintain client data demonstrating client Eligibility for services provided for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to COUNTY, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, COUNTY monitors, or their designees, for review upon request.

33.4.2 SUBRECIPIENT shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

33.5 **Property Records:** SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to 24 CFR 570.505.

33.6 **Close-Out:** SUBRECIPIENT's obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with 24 CFR 570.509 and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of paragraph 24.3.4 above, and documentation; disposing of program assets (including the return to COUNTY of all unused materials and equipment); remitting any program income balances and receivable accounts to COUNTY, and determining the custodianship of records.

33.7 **Equipment:** SUBRECIPIENT shall use, manage and dispose of equipment in accordance with 24 CFR 85.32 and 24 CFR 570.502.

33.8 **Subcontracts:**

33.8.1 SUBRECIPIENT shall submit all subcontract agreements to COUNTY for review and consent prior to entering into such subcontracts. For construction subcontracts, SUBRECIPIENT shall submit the Construction Bid Package to COUNTY for review and written approval by DIRECTOR or designee prior to advertising for bids and award for the construction contract. SUBRECIPIENT shall construct Project in accordance with the Construction Bid Package, which DIRECTOR approved, unless prior written approval is received from DIRECTOR for modification thereof.

33.8.2 SUBRECIPIENT shall assume responsibility for all subcontracted services to assure CONTRACT compliance.

33.8.3 SUBRECIPIENT shall cause all of the provisions of this CONTRACT in entirety to be included in and made a part of any subcontract executed in the performance of this CONTRACT.

33.8.4 SUBRECIPIENT shall monitor all subcontracted services on a quarterly basis to assure CONTRACT compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of CONTRACT non-compliance. Documentation shall be made available for periodic monitoring by representatives of COUNTY and/or HUD.

33.9 **Relocation:**

SUBRECIPIENT shall, in all matters relating to the project:

33.9.1 Take all reasonable steps to minimize displacement by providing tenants reasonable opportunity to lease and occupy dwelling units in the project being improved; and,

33.9.2 Submit to COUNTY a Plan outlining financial and advisory assistance in securing temporary housing for any eligible tenant who is temporarily or permanently relocated due to the project.

33.9.3 Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Uniform Relocation Act/URA, 49 CFR Part 24 and 24 CFR 570.606 for persons displaced by the project; and

33.9.4 Have in effect and follow a residential anti-displacement and relocation plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in conjunction with any activity assisted with funding under the subject project.

34. News/Information Release: The SUBRECIPIENT agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's Project Manager.

35. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate PARTY at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:

County of Orange
OC Community Resources
1770 North Broadway
Santa Ana, CA 92706-2606

For SUBRECIPIENT:

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653-3103

36. Ownership of Documents: The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the SUBRECIPIENT. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the SUBRECIPIENT without the express written consent of the COUNTY.

37. Precedence: The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the articles of this CONTRACT, and then the exhibits and attachments.

38. **Project Manager, COUNTY:** The COUNTY shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY's Project Manager shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.

39. **Errors and Omissions:** All reports, files and other documents prepared and submitted by SUBRECIPIENT shall be complete and shall be carefully checked by the professional(s) identified by SUBRECIPIENT as Project Manager and key personnel attached hereto, prior to submission to the COUNTY. SUBRECIPIENT agrees that COUNTY review is discretionary and SUBRECIPIENT shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving SUBRECIPIENT's reports, files and other written documents, the reports, files or documents will be returned to SUBRECIPIENT for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by SUBRECIPIENT after COUNTY approval thereof, COUNTY approval of SUBRECIPIENT's reports, files or documents shall not be used as a defense by SUBRECIPIENT in any action between the COUNTY and SUBRECIPIENT, and the reports, files or documents will be returned to SUBRECIPIENT for correction.

40. **Signature in Counterparts:** The PARTIES agree that separate copies of this CONTRACT may be signed by each of the PARTIES and this CONTRACT will have the same force and effect as if the original had been signed by all the PARTIES.

General Terms and Conditions:

A. **Governing Law and Venue**: This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.

B. **Entire CONTRACT**: This CONTRACT, including Attachments A, B, C, D, and E and Exhibits A, B, C and D which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental CONTRACTs by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

C. **Amendments**: No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

D. **Taxes**: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. **Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed scope of services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.

F. **Acceptance/Payment**: Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.

G. **Warranty**: SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement**: Unless otherwise expressly provided in this CONTRACT, SUBRECIPIENT shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. SUBRECIPIENT warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. SUBRECIPIENT agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold COUNTY and COUNTY Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

I. **Assignment or Sub-Contracting**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

J. **Non-Discrimination**: In the performance of this CONTRACT, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-SUBRECIPIENTs to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of

such persons. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

K. **Termination**: In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.

L. **Consent to Breach Not Waiver**: No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Remedies Not Exclusive**: The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either PARTY to any other remedies provided by law.

N. **Independent Contractor**: SUBRECIPIENT shall be considered an independent CONTRACTOR and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

O. **Performance**: SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-SUBRECIPIENTs.

P. **Insurance**:

Insurance Provisions

Prior to the provision of services under this CONTRACT, the SUBRECIPIENT agrees to purchase all required insurance at SUBRECIPIENT's expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this CONTRACT. In addition, all sub-SUBRECIPIENTs performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate

of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management.
If the SUBRECIPIENT fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

Qualified Insurer
The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the SUBRECIPIENT shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence
Professional Liability Insurance	$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COUNTY of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2) A primary non-contributing endorsement evidencing that the SUBRECIPIENT's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this CONTRACT shall give the County of Orange 30 day notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If SUBRECIPIENT's Professional Liability policy is a "claims made" policy, SUBRECIPIENT shall agree to maintain professional liability coverage for two years following completion of CONTRACT.

The Commercial General Liability policy shall contain a severability of interests' clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the SUBRECIPIENT fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development and Management, award may be made to the next qualified applicant.

COUNTY expressly retains the right to require SUBRECIPIENT to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify SUBRECIPIENT in writing of changes in the insurance requirements. If SUBRECIPIENT does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty days of receipt of such notice, this CONTRACT may be in breach without further notice to SUBRECIPIENT, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit SUBRECIPIENT's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

~~Q. **Bills and Liens**: SUBRECIPIENT shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. SUBRECIPIENT shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SUBRECIPIENT shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.~~

R. **Changes**: SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.

S. **Change of Ownership**: SUBRECIPIENT agrees that if there is a change or transfer in ownership of SUBRECIPIENT's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume SUBRECIPIENT's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

T. **Force Majeure**: SUBRECIPIENT shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.

U. **Confidentiality**: SUBRECIPIENT agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.

V. **Compliance with Laws**: SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the requirements of paragraph "P" above, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

~~W. **Freight (F.O.B. Destination):** SUBRECIPIENT assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.~~

X. **Pricing**: The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.

Y. **Waiver of Jury Trial**: Each PARTY acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby

expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.

Z. **Terms and Conditions**: SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.

AA. **Headings**: The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. **Severability**: If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. **Calendar Days**: Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. **Attorney Fees**: In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.

EE. **Interpretation**: This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.

FF. **Authority**: The PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. **Employee Eligibility Verification:** The SUBRECIPIENT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The SUBRECIPIENT shall obtain, from all employees, consultants and sub-subrecipient's performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and sub-SUBRECIPIENTs for the period prescribed by the law. The SUBRECIPIENT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the

COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUBRECIPIENT or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

HH. **Indemnification:** SUBRECIPIENT agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SUBRECIPIENT pursuant to this CONTRACT. If judgment is entered against SUBRECIPIENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SUBRECIPIENT and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

*** City of Laguna Hills**

By: _____ By: _____

Name: _____ Name: _____
(Print) (Print)

Title: _____ Title: _____

Date: _____ Date: _____

*For SUBRECIPIENTs that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For SUBRECIPIENTs that are not corporations, the person who has authority to bind the SUBRECIPIENT to a CONTRACT, must sign on one of the lines above.

****

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____ Date: _____
Steve Franks, Director
OC Community Resources

ATTACHMENT A

1. **Scope of Services**

A. HUD Matrix Code / Activity:
03A Senior Centers / 570.201 (c)

B. Project Title:
Florence Sylvester Senior Center Rehabilitation

C. Program Description:
The City of Laguna Hills will use CDBG funds to remove landscaping on the south side of the center and replace it with hardscape to create a safe staging area for the Meals on Wheels program; Upgrade the ability for the center to conduct educational presentations; and remove the out dated fluorescent lighting fixtures and replace them with energy-efficient fixtures to reduce energy consumption, thereby increasing sustainability while simultaneously decreasing overall costs at the center.

D. Project Need:
The Florence Sylvester Senior Center provides a number of vital services to the elderly/frail elderly population of the community. Currently, over 300 elderly persons are served on a daily basis. This project is needed to increase the sustainability of the Center while decreasing overall costs, thereby resulting in continued and increased accessibility to the Center for the elderly/frail elderly.

E. Low/Mod Neighborhood Preservation:
The Florence Sylvester Senior Center addresses the needs of the elderly population in the community, which are predominantly low and moderate-income persons. In addition, these improvements provide a community benefit

by increasing the sustainability through the use of renewable energy technologies. The Center represents a safe and accessible senior center for the community, and these improvements would allow the Center to provide continued access for the elderly/frail elderly population.

F. Program Objectives and Outcomes Chart:

Activity	Outputs
1. Improvement	Staging area
2. Improvement	On-going Educational programs
3. Improvement	Energy Efficiency

Performance Objectives	Performance Outcomes
1. Suitable Living Environment	Availability/Accessibility
2. Suitable Living Environment	Availability/Accessibility

CDBG National Objective: LMA 570.208 (a)(1)

Outcomes	Job Number
1 Public Facility	KC14081

ATTACHMENT B

Compensation/Payment

1. **COMPENSATION:**

This is a fixed fee price CONTRACT between the COUNTY and the SUBRECIPIENT for **$75,000** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. **PAYMENT TERMS:**

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

OC Community Resources

1770 N Broadway

Santa Ana, CA 92706,

Attention: Accounts Payable

4. **INVOICING INSTRUCTIONS:**

The SUBRECIPIENT will provide an invoice on SUBRECIPIENT's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. SUBRECIPIENT's name and address
2. SUBRECIPIENT's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment C)
9. SUBRECIPIENT's Federal I. D. number
10. Total

The responsibility for providing an acceptable invoice to the COUNTY for payment rests with the SUBRECIPIENT. Incomplete or incorrect invoices are not acceptable and will be returned to the SUBRECIPIENT for correction. The COUNTY's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit B – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

ATTACHMENT C

1. SUBRECIPIENT's Cost Proposal

A. Administration and Program Cost Proposal

Project Cost Budget Chart City of Laguna Hills – Florence Sylvester Senior Center Rehabilitation			
Project Costs/Activity	Urban County Funds	Leveraged Resources	Total
Design/Project Development	0	$10,937	$10,937
Acquisition	N/A	N/A	N/A
Construction	$75,000	0	$75,000
Total Project Cost	$75,000	$10,937	$85,937

B. Detailed Project Cost Budget Description

There are two project activities associated with this project. Project design/project development encompasses the project implementation and administration necessary in order to successfully implement this project. This activity is actively carried out in the City Manager's Office and includes contract administration, project development, and necessary oversight. The construction project activity includes the following: removal landscaping on south side of the building and replacing it with hardscape; purchase and installation of audio/video equipment; and removal of existing fluorescent light fixtures and recess can lights and replacing them with energy efficient light fixtures.

ATTACHMENT D

1. Staffing Plan

Project Title: Florence Sylvester Senior Center Rehabilitation

Complete and Submit – Initial Report due on or before July 1.
(Include name and classification).

	Name/Staff	Classification/Title
1	Melissa Au-Yeung	Project Manager: Senior Management Analyst (City)
2	Don White	Assistant City Manager/Finance Director
3		
4		
5		
6		
7		
8		
9		
10		

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager.

The SUBRECIPIENT may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.

2. Project Administration

The program will be monitored and implemented by staff from the City of Laguna Hills from the City Manager's Office. The lead staff member implementing the project for FY 2014-15 has been responsible for the implementation of the City's past grant monies for

Contracts 613038, KC11981, KC10939, and KC09852. The experience of key administrators and other staff members throughout the City also includes experience monitoring past CDBG Housing Rehabilitation program funding. In addition, administrators and staff members' experience includes over 33 years in Public Administration, 22 years in City Management experience, 10 years in Community Development, and 32 years in Public Finance.

3. Project Experience

The City of Laguna Hills has been the recipient of CDBG Public Facilities and Improvement grants in FY 2009-10, FY 2010-11, FY 2011-12 and FY 12-13 and has experience administering this type of grant. The City has also been the recipient of similar grants in the past, including CDBG Housing Rehabilitation funds. The City has worked closely with the County to ensure the funds were administered correctly. In addition, staff members have a wealth of municipal experience, including community development, rehabilitation activities and monitoring, public administration, public finance, and personnel.

ATTACHMENT E

1. **Project Schedule**

   July 1 – CONTRACT Start Date

2. Tools to Measure Project's Effect – Florence Sylvester Senior Center Rehabilitation

Milestone Date	Minimum Required Expenditure/ Accomplishment Threshold	Activity Results Achieved
January 15th	50% of Contracted Amount Expended	$37,500.00
	50% of Proposed Accomplishments Achieved	Design and/or installation
March 15th	70% of Contracted Amount Expended	$52,500.00
	70% of Proposed Accomplishments Achieved	Construction and/or installation
April 15th	80% of Contracted Amount Expended	$60,000.00
	80% of Proposed Accomplishments Achieved	Construction and/or installation

3. There are currently measures in place to track participation in the various programs offered at the Florence Sylvester Senior Center. With these improvements, the Florence Sylvester Senior Center staff will be better equipped to continue to meet the growing demand and utilization by this fast-growing demographic group. The project's effect on the intended participants will be noticeable as the Center's sustainability is improved and continued accessibility to the Center is improved. In addition, the Center will have the flexibility to better meet the needs of the elderly population of the community.

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: JUNE 24, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: STREET MAINTENANCE SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE STREET MAINTENANCE SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC., AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.

SUMMARY:

A Major Plan for this fiscal year was to evaluate the service delivery of Street Maintenance Services. The City has utilized the County of Orange for routine maintenance services upon the City's eighty-one miles of public streets, as well as related facilities, since the 1991 Incorporation. Upon evaluation, it was determined the City could benefit from a procurement for these services as it was estimated that the services could likely be provided at an overall lower cost as compared to the current arrangements at equal or better service levels. Accordingly, a Request for Proposal (RFP) was issued for Street Maintenance Services. Five firms responded and submitted proposals. Upon evaluation by a staff committee, three firms were interviewed and the firm of Charles Abbott Associates (CAA) was identified by staff as the firm best suited to serve the street maintenance needs of the City. A fee negotiation with CAA resulted in a projected budget savings of $100,000 per year as compared with next year's budget. It is recommended the City Council approve the Street Maintenance Services Agreement with CAA.

BACKGROUND:

Street Maintenance is a basic service provided by the City on a contract basis to maintain the City's eighty-one miles of public streets, and related facilities, in good operating condition. In addition, these contract services also provide standby labor and materials to respond to emergency conditions. Since the City's 1991 Incorporation, the City has contracted with the County of Orange to provide these services. The County has served the City well through a combination of their own forces and select subcontractor work in

performance of a wide variety of street maintenance work. A Major Plan for this fiscal year was to evaluate this service delivery. Upon review, it was determined the City could likely benefit from a procurement for these services, as it was estimated that the services could be provided at an overall lower cost as compared to the current arrangements at equal or better service levels.

Accordingly, after researching the contract model of other agencies, staff prepared and issued an RFP to known firms in Southern California that provide contracted street maintenance services, including the County of Orange, and also posted the procurement on the City's web page. This work is a specialty service and is considered to be a subset of a sole source procurement. Five firms submitted proposals which were evaluated by a staff committee consisting of the City Manager, Assistant City Manager, and Director of Public Services/City Engineer. Three of the firms, Charles Abbott Associates (CAA), HR Green, and the County, were identified as qualified to perform the required work and were invited for an interview. Fee proposals were submitted in separate sealed envelopes to be opened after the initial staff identification of the best qualified firm.

The Street Maintenance RFP defines the Scope of Work with fifty-one work tasks comprising all of the work typically needed in any one fiscal year to maintain the street system in a good and safe operating condition. The RFP is incorporated as a part of the attached Street Maintenance Services Agreement (Agreement) as Exhibit B. In order for this work to be qualified as maintenance and not public works construction, as defined by statute, the work tasks only relate to work in the street right of way and do not include some of the work previously performed by the County under the terms of their work authorities. However, the work not in the street right of way is quite minor and can be accomplished, as needed, through other procurement procedures.

Following the interview process, the staff committee identified CAA as the best firm equipped to immediately and fully serve the City's street maintenance needs. CAA will administer and manage the contract work with most of the street maintenance field work being performed by PV Maintenance (PV), the CAA primary subcontractor, as well as other specialty subcontractors. CAA and/or PV currently provide these services to our neighboring cities of Aliso Viejo, Laguna Niguel and Rancho Santa Margarita. All of these agencies provided very positive references for CAA and PV. They both have a very good track record of providing quality street maintenance services with a high service level. A distinct benefit of moving the street maintenance services to a private vendor is that they will provide the City with liability insurance and agree to indemnify the City as defined in the Agreement.

The Proposal of CAA, Exhibit A to the attached Agreement, provides a detailed discussion of their history, clients and range of scope of services. CAA is ready and able to immediately begin work for the City as of July 1, 2014, without any interruption in services to the City.

FISCAL IMPACT:

The Fee Proposals of all three of the qualified firms exceeded the City's Operating Budget for street maintenance. However, City staff then engaged CAA in a discussion of the fees and negotiated a total annual fee for the original scope of work, applicable to the next two fiscal years, of $550,000. This maximum fee for work completed by task order is a $100,000 reduction from the currently budgeted amount in the Operating Budget. The proposed Street Maintenance Services Agreement is for a period of five years which allows a cost of living adjustment in years three, four and five of the Agreement. Hence, the five-year Agreement has a maximum total value of $3,000,000, which is subject to annual budget appropriations.

ATTACHMENTS:

- Street Maintenance Services Agreement

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

THIS STREET AND ROADWAY MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2014, 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 professional services of a qualified civil engineering and management company to provide and manage both 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 (the "Project").

B. Contractor has submitted to City a proposal, dated May 8, 2014, to provide professional street maintenance and repair services to City for the Project pursuant to the terms of this Agreement.

C. Contractor is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these street maintenance services and has agreed to provide such services to City for the Project as provided herein.

D. City desires to retain Contractor to provide such 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 agrees to provide and perform the maintenance services for the Project as set forth in the Proposal/Scope of Work, dated May 8, 2014, which is attached hereto as Exhibit "A" and is 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 and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and

work and with the standards recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Contractor's signed, original Proposal/Scope of Work dated May 8, 2014 ("Contractor's Proposal") submitted to City in response to City's Request for Proposals; (3) the Contractor's signed Street Maintenance Services Pricing Form ("Pricing Form") dated June 2, 2014, which is attached to Contractor's Proposal; and, (4) the City's Request for Proposals ("RFP") dated April 7, 2014, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal with attached Pricing Form and the City's RFP, which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, Pricing Form, and the City's Request for Proposals 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, specifications, requirements, and provisions of the City's Request for Proposals (RFP) (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal and Pricing Form (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 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.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any services hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its trade and perform the street maintenance and repair 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 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.

1.5 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 warrants 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 the Scope of Work 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 Contractor, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the 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 Scope of Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Services identified in the Scope of Work exceeds any time or material amounts or estimates provided therein.

1.9 Compliance with Public Contracts Code. The Parties expressly understand and agree that in accordance with the Public Contract Code, 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 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 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.

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 Pricing Form, but not exceeding the total maximum contract amount of three million dollars ($3,000,000.00), which sum shall not exceed five hundred fifty thousand dollars ($550,000.00) per Fiscal Year for each of the first two Fiscal Years during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable at the rates and unit prices set forth in the Pricing Form. 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 Pricing Form. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Contractor hereby acknowledges that it accepts the risk that the Services and Work identified in the Scope of Work may be more costly and/or time-consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefor, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Work. The maximum amount of City's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Contractor's Services under this Agreement are completed, Contractor shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless some other method of payment is specified in the Pricing Form, 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 manager, 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 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 Hourly Rates/Billing Rate Schedule. The rates and unit prices in the Pricing Form shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2014 through June 30, 2016). Thereafter, Contractor may submit a request to adjust its rates and 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 rates and unit prices shall be made at the sole discretion of the City Manager and is subject to the City's approved budget. Such fee 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 a 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 Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City. If annual budget appropriations are made at less than the annual contract amount set forth in Section 2.1 above, then the actual budget appropriations shall become the maximum annual contract amount for that fiscal year.

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 in Contractor's Proposal (Exhibit "A").

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed on each task order and shall perform all Services within the time period(s) established in the Schedule of Performance 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, but such extensions shall not exceed one hundred eighty (180) days cumulatively; 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 Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, 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.

3.4 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 five (5) years, commencing on July 1, 2014 and ending on June 30, 2019.

3.5 Task Orders. Contractor hereby agrees and acknowledges that any and all Work or Services performed pursuant to this Agreement shall be based upon the issuance of a project task order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of Work as all Work shall be authorized through task order issued by the City.

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: 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 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. 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, 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 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 any performance 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 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 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, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and

expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager 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 Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

5.1.1. Errors and Omissions Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars ($2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

5.1.1.1. Contractor shall either: (a) certify in writing to the City that Contractor is unaware of any professional liability claims made against Contractor and is unaware of any facts which may lead to such a claim against Contractor ; or (b) if Contractor does not provide the certification pursuant to (a), Contractor may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

5.1.1.2. 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 Services provided hereunder. In the event of termination of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing 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 Manager.

5.1.1.3. 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 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 Services under the terms of this Agreement.

5.1.2. Workers' Compensation Insurance. Contractor shall obtain and maintain, in

full force and effect throughout the term of this Agreement, 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 subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.1.3. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance 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.

5.1.3.1. The commercial general liability policy shall name the City of Laguna Hills as an additional.

5.1.3.2. Contractor either: (a) shall certify in writing to the City that Contractor is unaware of any liability claims made against Contractor, and is unaware of any facts which may lead to such a claim against Contractor; or (b) if Contractor does not provide the certification pursuant to (a), Contractor may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

5.1.4. Business Automobile Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars ($1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

5.1.5. Employer Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars ($1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of $10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of $10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents,

and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Contractor pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.

5.3.2 For any claims related to this Agreement, Contractor's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.

5.3.3 Any failure by Contractor to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, 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 in this subsection, 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.

5.3.5 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.

5.3.6 None of the insurance coverages required herein will be in compliance with these requirements 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 Manager and approved in writing.

5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. 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.

5.3.8 Contractor agrees to ensure that 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.

5.3.9 Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.

5.3.10 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

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

5.3.14 Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 Verification of Coverage. Contractor shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Contractor shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Contractor shall 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.

6. INDEMNIFICATION

6.1. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Contractor's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Contractor, its agents, employees, or subcontractors, or arise from Contractor's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

6.2. Contractor shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Contractor shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Contractor is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Contractor's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

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, 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. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. 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 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. In addition, the 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.

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 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.

8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a

waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

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

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

8.8 Attorney 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 attorney 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 financial interest or the financial interest of any corporation, partnership, or association in which he is, directly or indirectly, interested in violation of any state statute or regulation. Contractor 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, religion, color, sex, 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, religion, color, sex, 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. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600 Facsimile: (949) 707-2633
To Contractor :	Charles Abbott Associates, Inc. Attention: Rusty R. Reed, P.E., President 27401 Los Altos Mission Viejo, CA 92691 Telephone: (949) 367-2850 Facsimile: (949) 367-2852

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

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the reminder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.5 Third Party Beneficiary. Except as may be expressly provided for herein, 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 is executing this Agreement is duly authorized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he 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 is signing is bound.

10.8 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.9 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

ANDREW BLOUNT,
Mayor

ATTEST:

PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONTRACTOR"
CHARLES ABBOTT ASSOCIATES, INC.,
a California Corporation

Rusty R. Reed, P.E.,
President

Susan Abbott,
Secretary

EXHIBIT "A"

May 8, 2014 PROPOSAL/ SCOPE OF WORK

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

June 2, 2014 PRICING FORM/ SCHEDULE OF COMPENSATION/ FEES

PROPOSAL

Street Maintenance Services

Submitted To:
The City of Laguna Hills

Mr. Kenneth H. Rosenfield, PE
Public Services Director/City Engineer
The City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Submitted By:

Mr. Rusty R. Reed, PE
President
Charles Abbott Associates, Inc.
27401 Los Altos
Mission Viejo, CA 92691

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1. LETTER OF TRANSMITTAL

May 8, 2014

Kenneth H. Rosenfield, P.E.
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Proposal for Street Maintenance Services

Dear Mr. Rosenfield:

Charles Abbott Associates, Inc. (CAA) is pleased to submit this proposal for Street Maintenance Services to the City of Laguna Hills. We are proud to claim the City of Laguna Hills as a current client for Building and Safety Services, and are confident that our professional and efficient street maintenance services will meet the additional service needs of the City as outlined in the Request for Proposal.

CAA is headquartered in Mission Viejo, less than 10 minutes from Laguna Hills. We currently provide street maintenance services to a number of California municipalities, including the nearby cities of Aliso Viejo, Laguna Niguel, and Rancho Santa Margarita.

CAA is proposing a high quality, experienced team of professionals to provide the City's street maintenance services. Terry Gregory will serve as the single point of contact for all communication including scheduling, billing, reporting, contract, and performance-related matters. Dirk Lovett will serve as the Project Manager and ensure that our policies, procedures, and manpower will provide the level of service the City desires. We will comply with all Federal, State and Local regulations and acknowledge that in accordance with the Public Contract Code, service task orders under this agreement will be limited to $5,000 or less.

Our proposal is valid for 180 days per the RFP request.

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

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.

Rusty R. Reed, PE
President

2. EXECUTIVE SUMMARY

Charles Abbott Associates, Inc. (CAA) is a privately held management and engineering consulting firm specializing in municipal services. Founded in 1984, CAA has been providing a growing number of cities with outstanding professional services. 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

CAA provides the range of professional services the City requires to handle the street maintenance functions outlined in this RFP, 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 that will be assigned to the City of Laguna Hills have many years of municipal experience to support the City's Development Services Department. CAA's professional staff successfully services over 40 cities, including the nearby cities of Aliso Viejo, Laguna Niguel, and Rancho Santa Margarita in a similar capacity as the one requested by the City.

Aside from our expertise, CAA is known for providing high quality services at a highly competitive rate. We develop rate structures with each of our clients that guarantee cost effectiveness without sacrificing quality. The scope of our services ranges from part-time to full-service departments, and in each case we work closely with our clients to ensure the particular service demand is met. The City of Laguna Hills can be confident in the quality of our services and the responsiveness and professionalism with which we provide them, regardless of the size or nature of the contract.

CAA is a 126-person firm founded in 1984 providing onsite staffing to more than 40 government agencies, 27 of which are located in California. We have offices located throughout our service region.

The following promises demonstrate why CAA is the best-qualified service provider for the City of Laguna Hills:

Service Above and Beyond: CAA 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 its 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 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 be your partner in delivering exceptional public service and promoting the City of Laguna Hills. We pledge the full resources and backing of our firm to assure that the City is able to deliver outstanding, cost-effective public service of the highest quality.

CAA has teamed up with longtime partner PV Maintenance (PVM) to provide this response to the City's Request for Street Maintenance Services. PVM 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. PVM's services are based from the main office and maintenance yard located in the City of Rancho Santa Margarita, allowing PVM to provide fast response for all routine maintenance with guaranteed response to emergency call-outs within one hour. PVM guarantees that all equipment and operations are CAL-OSHA compliant. All PVM field crews are experienced in all maintenance activities and trained in traffic control measures, first responders hazardous materials emergency response, confined space entry safety, first aid, and adult CPR/AED. 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.

CAA and PVM have a long and successful history of working together to provide comprehensive street maintenance services to the Cities of Laguna Niguel, Aliso Viejo, and Rancho Santa Margarita, and hope to add the City of Laguna Hills to our list of satisfied customers.

3. UNDERSTANDING OF PROJECT

It is Charles Abbott Associates understanding that the City of Laguna Hills is interested in examining the possibility of contracting out a portion of the City's street maintenance services. The City's street network to be maintained by this contract is composed of approximately 82 miles of streets including sidewalks, curb and gutter, street signs, driving and other appurtenances. There are also more than 550 storm drain inlets and associated piping which are to be maintained.

Since incorporation in 1991, Orange County Public Work personnel (OC) has provided street maintenance services to the City. This relationship has benefited the City through the years, however, as a matter of City policy the City is now exploring contracting opportunities with other providers.

The City manages the street maintenance function using a street superintendent who reviews strict conditions and issues, and reports needs to the Director of Public Services. The Director then submits a work order to Orange County who schedules the work order through their in-house maintenance management system. The County performs the work and the City street superintendent reports accomplishment of the task to the Director. The City receives, reviews and pays invoices to the County under the supervision of the Director of Public Services.

It is the City's intent to generally continue the street maintenance operations as currently organized if a contractor is employed instead of the County. The City's street superintendent will continue to identify maintenance needs and forward the information to the contractor in the form of a work order. The contractor would prepare a two-week schedule of planned work and present it to the Director on alternating Thursdays. The contractor will perform the work, perform quality control procedures, report progress bi-weekly, and present a monthly invoice listing the work completed and the cost for each task.

The contractor will be responsible for implementing and using a Maintenance Management System (MMS), which must be compatible with the city's GIS and be accessible to City managers as well as the public.

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

1. Street Maintenance Service including all labor, equipment, materials, traffic control, storm water best management practices, using highly qualified and trained staff.
2. On call emergency service seven days per week/24 hours per day, with a response time of 2 hours or less. The crews will do enough work to ensure public safety and protection of infrastructure compartments.
3. An automated maintenance management system acceptable to the City, which will be used 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. The records will firm the basis for invoicing and work tracking.
5. Independent quality assurance provided by GMU, a well respected Orange County firm.
6. A nearby storage yard accessible and approved by the City.
7. Safe operations, at all times.

CAA, in working with PVM and various subcontractors, is highly confident that we can perform the services outlined in the RFP to a level exceeding the current operations measured by any metric the City chooses to use. Our confidence is based on our two firms' 29 years of successful experience doing similar work for several cities in Southern California. In fact, we are currently providing the exact work for the nearby cities of Laguna Niguel (since 1992); Aliso Viejo (since 2002); and Rancho Santa Margarita (since 2001).

We believe City officials will see the following benefits immediately upon our assuming responsibility for the street maintenance services:

- Officials will be more confident of work being performed in a timely manner with quality results.
- The new MMS will provide the opportunity for managers to participate in work planning on an annual basis and adjust the plans according to the City's needs on a short-term basis.
- Citizens will be aware of a new level of response and concern for their well being from field crews.
- Information will be more readily available about work results through the MMS and the City's GIS.
- Invoices will be more useful because they will provide more detail as to what the City was "buying".
- Work needs will be identified in a timely fashion with more "eyes" on City streets.
- Response times will be minimized for emergency incidents (as shown by calls we continually receive form Orange County Sheriff Deputies in nearby cities we are not currently working with.)

Over the past 20 years we have proven on a daily basis that our street maintenance services far exceed similar County services in Central and South Orange County. Ask our current clients. The reference section of this proposal has complete contact information for our references.

4. EXPERIENCE

Founded in 1984, our first 2 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 construction work on the peninsula. That relationship between CAA and PVM has continued since those early days and is thriving today.

In 1992, the City of Laguna Niguel 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, and the City has since renewed the agreement in 1997, 2002, 2007 and 2013. During that time period CAA has also expanded street maintenance services to several other Southern California cities such as Apple Valley in the high desert of San Bernardino County.

CAA and PVM are especially well qualified to provide the services you are requesting. PVM's project team has over 34 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.

Established in 1988, PVM possesses the local experience and expertise that your city needs to ensure the highest quality results. Our track record in South Orange County and Riverside County, specifically in the cities of Aliso Viejo, Laguna Niguel, Rancho Santa Margarita, Laguna Woods, Jurupa Valley, Menifee and Wildomar, 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
- 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
- Maintain street signs in clean/new condition
- Respond immediately to emergency call-out

PV Maintenance Inc. is a California corporation with a Class A General Engineering license. PVM specializes in providing local City agencies with street repair and maintenance services, street maintenance services, street maintenance and maintenance management services, weed abatement services, municipal tree watering, drainage maintenance, facilities maintenance, landscape maintenance and NPDES implementation. Our highly skilled staff is well trained in municipal maintenance.

PVM's corporate headquarters office is located in Rancho Santa Margarita, California, with branch offices located in Laguna Niguel and Menifee.

Corporate Headquarters Office:

23282 Arroyo Vista
Rancho Santa Margarita, CA
92688
(949) 635-2919 FAX: (949) 635-2930

Laguna Niguel Office:

27751 La Paz Rd. Unit B
Laguna Niguel, CA 92677
(949) 831-2716 FAX: (949) 831-2719

Menifee Office:

PV Maintenance Inc.
29697 New Hub Drive, Suite A
Menifee, CA 92586
(951) 672-4474 FAX: (951) 672-4429

CAA and PVM currently have the 3 following Orange County cities under contract for their street maintenance work:

1. Laguna Niguel – since 1992
2. Aliso Viejo – since 2002
3. Rancho Santa Margarita – since 2011

These 3 cities are within 20 minutes of Laguna Hills, putting CAA/PVM in the unique position to provide Laguna Hills with the highest quality of service and full back up when needed. Over 40% of CAA's 126 employees live and work in central Orange County. In addition, PVM currently has 20 employees available locally who can respond to any need in Laguna Hills. A brief description of our experience in each of these 3 cities follows:

Laguna Niguel

The City of Laguna Niguel selected CAA in 1992 to replace the County of Orange as provider of street maintenance services. CAA has since held that contract continuously for 22 years. The City contracts directly with CAA, who in turn sub-contracts with PVM as well as several other contractors specializing in asphalt, vacuum track operations, concrete, earthwork and other maintenance components. CAA has a full street maintenance superintendent who has served in that capacity since the beginning of the contract and who directs all street maintenance work. The City has 2 public works inspectors who review streets, identify maintenance needs and review completed work. CAA provides an annual budget, monthly work plans, a weekly schedule, and a monthly status report and invoice.

CAA/PVM has been recognized many times for their outstanding work and support to the City. The City realized a significant reduction in cost, greatly improved response times, and vastly improved communications since replacing Orange County's services.

Aliso Viejo

The City of Aliso Viejo selected both CAA and PVM in a separate competitive evaluation process to supervise and perform all street and storm drain maintenance in the City beginning in 2002. The City has a contract with CAA to manage street maintenance operations and a contract with PVM to perform actual street maintenance work. PVM in turn subcontracts with specialty contractors as needed to perform maintenance operations. PVM reports to CAA's Public Works Director who plans, schedules and oversees all street maintenance. The Public Works Director prepares an annual street maintenance budget. The City generally asks for competitive proposals every 5 years for all work related to street maintenance operations. CAA and PVM have been selected each time to continue their roles based on their superior work performance.

In an effort to measure the quality and timeliness of the work, the City has commissioned 2 independently conducted, statistical valid citizen surveys of City services including street maintenance. Both surveys (2007 and 2012) revealed an overwhelming satisfaction with the work (both showed 97% satisfaction).

Rancho Santa Margarita

The City of Rancho Santa Margarita selected both CAA and PVM in competitive bids to supervise and perform street maintenance services. PVM was selected in 2001 and CAA was selected in 2011, displacing a competitor who had until then been performing the street maintenance supervision. The City holds independent contracts with both CAA and PVM for

the work we perform, and we contract with sub-consultants for specialty maintenance functions.

CAA's street maintenance superintendent who reports to the City's Director of Public Works identifies schedules and oversees all street maintenance work. He meets with the Director to provide status reports and receives instruction as to upcoming needs. Specialty work and CIP projects are performed under task orders.

CAA/PVM's experience in these 3 cities provides the following advantages to Laguna Hills:

- Resources are available locally to meet any City street maintenance need in a very timely manner.
- Experience and good working relationships with all utilities, the County Sheriff, Public Works and Caltrans, allowing a smooth transition and continued excellent relationships.
- Proven track record illustrating a highly trained, stable work force.
- Flexibility to do what is needed on a day-to-day basis.
- Communication, which provides a comfort level to all stakeholders including City Managers, other agencies and affected citizens.

5. PUBLIC AGENCY REFERENCES

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 Mr. Max Maximus, Director of Public Works (949) 635-1800, ext. 1805 22122 El Paseo, Rancho Santa Margarita, CA 92688	City Engineering & Public Works Environmental Code Enforcement Building & Safety	**5 years**
City of Aliso Viejo Mr. David Doyle, City Manager (949) 425-2500 Mr. Mark Pulone, former City Manager (714) 961-7108 12 Journey, Suite 100 Aliso Viejo, CA 92656	City Engineering & Public Works City Planning Code Enforcement NPDES/AB 939 Building & Safety	**13 years**
City of Laguna Niguel Mr. Dave Rogers, Director of Public Works (949) 795-5233 30111 Crown Valley Parkway, Laguna Niguel, CA 92677	Public Works Street Maintenance Building & Safety	**8 years**

Other public agency references include:

CAA References	Services Provided	Years
City of Cypress Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Plan Check Building Inspection	**6 years**
Town of Apple Valley Mr. Frank Robinson, Town Manager (760) 240-7000 14955 Dale Evans Parkway Apple Valley, CA 92307	Public Works Town Engineering Traffic Engineering NPDES Building & Safety	**24 years**
City of Mission Viejo Ms. Elain Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Construction Inspection Plan Check Inspection Building & Safety	**18 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	**21 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	**20 years**
City of Twentynine Palms Mr. Richard Warne, City Manager (760) 367-6799 6136 Adobe Road, Twentynine Palms, CA 92277	City Engineering Traffic Engineering Building & Safety	**21 years**
City of Hidden Hills Ms. Cheri Paglia (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety Environmental	**23 years**
City of Palos Verdes Estates Anton Dahlerbruch, City Manager (310) 378-0383 340 Palos Verdes Drive West, Palos Verdes, CA 90274	City Engineering Building & Safety Code Enforcement	**29 years**

PVM References	Services Provided	Years
City of Laguna Woods Douglas C. Reilly, Assistant City Manager (949) 639-0561 24264 El Toro Road, Laguna Woods, CA 92637	Street Maintenance Services	**1 year**
City of Menifee Rudy Luna, Public Works Operations Manager (951) 672-6777 29714 New Hub Drive Menifee, CA 92586	Street Maintenance and Repair Services	**5 years**
City of Wildomar Steve Palmer, Supervising Engineer (951) 677-7751 23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595	Street Maintenance and Maintenance Management Services	**5 years**
City of Jurupa Valley Roy Stephenson P.E. Director of Public Works/City Engineer (951) 332-6464 8304 Limonite Ave., Suite M Jurupa Valley, CA 92509	Street Repair and Maintenance Services	**2 years**

6. QUALIFICATIONS OF THE PROPOSER

Since our incorporation in 1984, CAA has grown to a full-time staff of 126 employees. CAA has a demonstrated record of very low staff turnover, which has proven 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. The general make up of the staff includes the following:

Principals	2
Civil/Structural Engineers	20
Engineering Planning Associates	8
Certified Building Officials	13
Technicians	16
Inspectors	56
Environmental - Stormwater & Solid Waste	4
Administrative	7
TOTAL	**126**

For individual projects both on- and off-site, CAA appoints a Project Manager as the primary contact for all CAA services with the client. A client's direct communication with corporate and division managers is recommended and encouraged. Through open dialogue and communication, CAA continuously seeks to improve on its already outstanding services.

CAA prides itself 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. We believe that we have already demonstrated our teamwork approach at the City of Laguna Hills with our current work in Building and Safety Services.

CAA assures you that our team members will learn and keep up to date on City policies and procedures as we commence the engagement. Our staff will participate, as requested, in staff meetings and meetings with individuals and companies who are coming to the city to procure services. CAA staff will adhere to all city personnel policies and directives including hours of operation, dress code, and other team building efforts. Our people are encouraged to participate in community activities including New Years, State of the City and other regularly scheduled public events. We also consistently reinvest in our customers through sponsorship of events and civic activities.

CAA expects and demands that the staff we assign to the City quickly become a productive part of the City Team. We will obtain prior written approval prior to substituting or adding individuals to our key staff. Although our agreements do not specifically require it, we assure you that if we make an assignment and our staff member is not compatible with City staff (due to personality, personal behavior, etc.), we

will, with your knowledge and approval, substitute another CAA staff member who can integrate seamlessly into your team.

Our staff will strictly adhere to your policies and procedures regarding confidentiality, public release of information, and communications with media. We value each client and our staff conducts themselves in a manner not to bring attention to CAA but rather to always put the City of Laguna Hills in favorable public light. This is why the average length of service with our clients is over 16 years.

CAA/PVM has the demonstrated 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 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 CAA is best qualified to serve you.

We assure the City of the following:

- Staff assignments or changes to key positions will not be made without your review and prior approval
- We will request any recommended staff changes 30 days in advance for your approval
- Should the City request any staffing changes for any reason, they will be made expeditiously

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

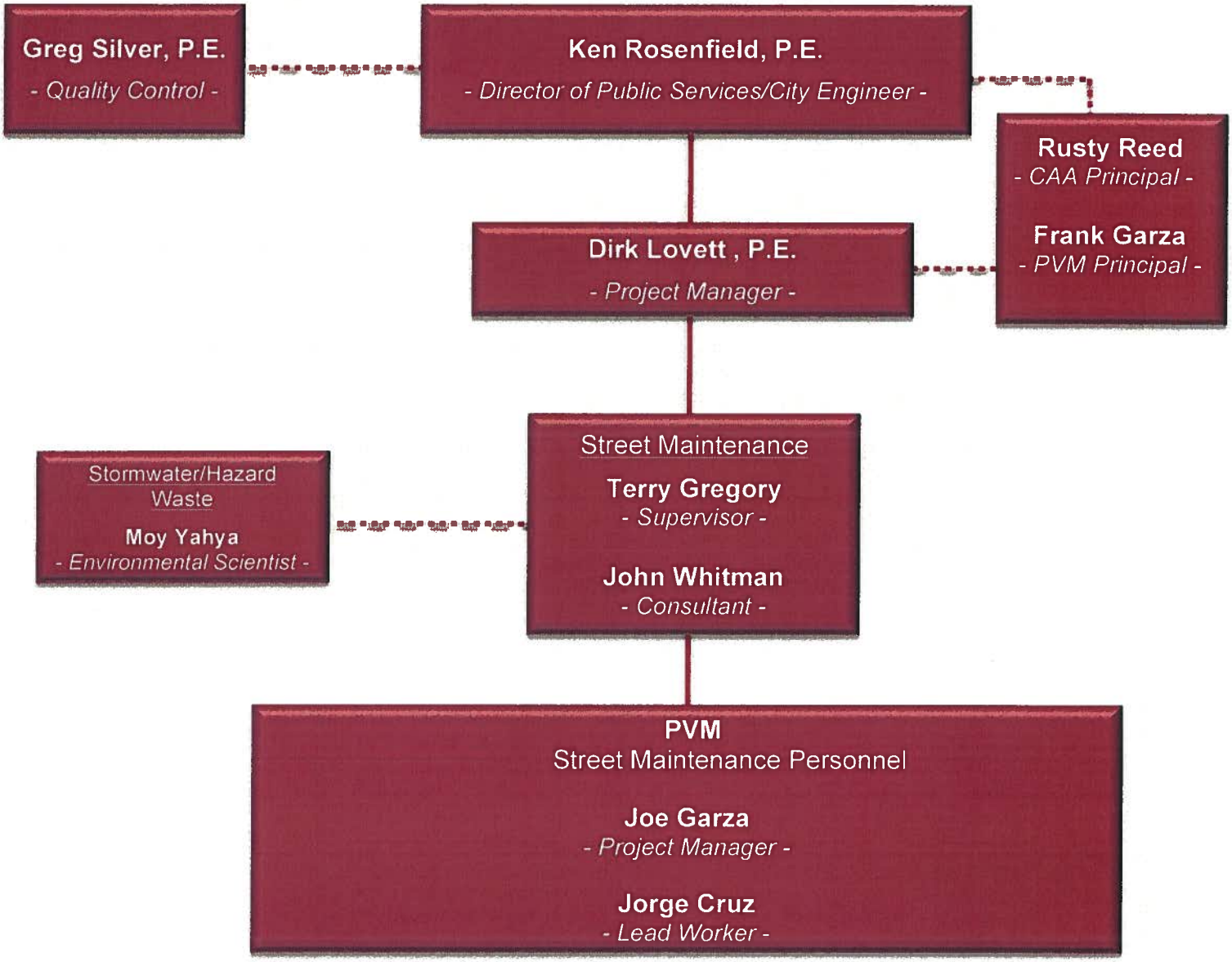
- On-going training and technical knowledge to perform their work activities
- Demonstrated experience in street maintenance services
- Required licensing to complete the work
- Excellent communication skills and relate well to the Public and City Management
- Motivated with desire to carry out their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

CAA/PVM's project team has all these skills and "hands-on" experience serving the public sector for many years on similar projects.

Organizational Chart for Street Maintenance

The following chart shows the organizational structure of CAA/PVM personnel as it relates to the City's street maintenance project. Additional personnel will be pulled in as needed.

City of Laguna Hills Public Services Department



Staff Qualifications

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 that can work as a team with City staff, thereby augmenting their efforts and reach. With those principles in mind, the proposed key professionals are as follows:

RUSTY R. REED, P.E. – PRINCIPAL

Education:	B.S., Civil Engineering, University of Illinois
Yrs. Experience:	30 Years / 26 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 ten years and has over 30 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:	34+ Years
Key Qualifications:	Municipal Background, Maintenance Management Expert, Development of long term goals for the City, Southern California Experience

SUMMARY OF EXPERIENCE:

Mr. Garza is the Principal of PV Maintenance Inc., which he founded in 1988. He is an expert in the full spectrum of public works maintenance, including:

- Management of projects for over 34 years
- Traffic control
- Facilities maintenance
- Parks and grounds maintenance

Recent Project Experience

- City of Rancho Santa Margarita, Street Maintenance Services. Mr. Garza serves as the Principal-in-Charge of the street maintenance services for the City. He monitors the timeliness and quality of service.
- City of Aliso Viejo, Street Maintenance Services. Mr. Garza serves as the Principal-in-Charge of the street maintenance services for the City. He monitors the timeliness and quality of service.
- City of Laguna Niguel, Public Works Maintenance Services. Mr. Garza served as the Assistant Street Superintendent. He is responsible for the public works maintenance services, and NPDES implementation.
- City of Jurupa Valley, Street Maintenance Services. Mr. Garza serves as the Principal-in-Charge of the street maintenance services for the City. He monitors the timeliness and quality of service.
- City of Wildomar, Street Maintenance and Maintenance Management Services. Mr. Garza serves as the Principal-in-Charge of the street maintenance services
- City of Menifee, Street Maintenance Services. Mr. Garza serves as the Principal-in-Charge of the street maintenance services
- City of Diamond Bar, Public Works Maintenance Services. Mr. Garza was responsible for the public works maintenance services, municipal tree watering services, weed abatement services, and City bus stop inspection services
- City of Rancho Palos Verdes, Public Works Maintenance Services. Mr. Garza was responsible for the public works maintenance services from 1988-1993.

DIRK LOVETT, P.E., CIVIL ENGINEER, PROJECT MANAGER

Years of Experience:	28+ Years, 28 years with CAA
Education:	B.S., Civil Engineering, Brigham Young University
Registration/Licenses:	Registered Civil Engineer, California

Mr. Lovett has served as a project manager for various aspects of projects, including public administration, project design and technical engineering issues. He has been responsible for administration and inspection of street maintenance, map and improvement plan review, design, and capital improvement projects. He coordinates preparation of economic analyses, oversees consultants' work, and administers design, scheduling, and field construction for public works and engineering projects. In addition, he performs inspections and plan checks.

He has served as City Engineer, Assistant City Engineer, Assistant Public Works Director, and Associate Engineer respectively in the following cities: Hidden Hills, Moorpark, Rancho Palos Verdes, and Palos Verdes Estates. In addition, he has served as interim City Engineer for the cities of Yucaipa, Stanton and Palos Verdes Estates.

SUMMARY OF EXPERIENCE

- As a Project Manager, oversees the City Engineering and Public Works functions including street maintenance and construction for the City of Hidden Hills, Palos Verdes, and Moorpark.
- Served as Project Manager for the Chino East Valley Developer's group project, a 947-acre residential development for 7 separate developers in Chino, CA: Included planning, design, and managing the construction of all infrastructure improvements to support a residential development, which included a water system, sewer system, street improvements, storm drain facilities and other utilities' improvements.
- Experience in public administration, project design, and technical engineering issues.
- Responsible for map review and improvement plans, as well as design, administration, scheduling, and inspection of street maintenance and Capital Improvement projects for the Cities of Moorpark and Hidden Hills.
- Coordinates the preparation of economic analyses, oversees consultants' work, administers maintenance and construction contracts and the design of public improvement projects.
- Supervises Engineering, Planning, and Building and Safety staff in their performance of inspections and plan checks.

TERRY GREGORY – SUPERINTENDENT

Education:	Cal Poly Pomona California State University, Los Angeles Coursework in Inspection Management
Yrs. Experience:	25 Years / 15 Years experience with CAA
Registration/Licenses:	APWA Certified Public Infrastructure Inspector (CPII) ACI Certified Concrete Inspector

SUMMARY OF EXPERIENCE:

Mr. Gregory has over 25 years of experience managing infrastructure maintenance and construction. He managed maintenance, rehab, tenant improvements, janitorial services for commercial, industrial and residential complexes ranging in size from 5,000 to 500,000 square feet. He inspects projects to ensure compliance with specifications, issues permits, and maintains records for all right-of-way encroachments. He assists in project coordination and traffic studies.

He has worked for Charles Abbott Associates since 1998, and has monitored contract services for street maintenance, traffic signals, street sweeping and landscaping. He performed field inspection and laboratory tests on construction materials for public works construction, and assisted in pavement evaluation for design and rehabilitation of roadways.

Recent Project Experience:

- City of Rancho Santa Margarita, Public Works Superintendent including facility maintenance and traffic signals – 3 years. Provides public works maintenance services, including capital improvements and the design, construction and maintenance of streets, storm drains, storm water treatment systems, parks and public buildings. He prepares plans and specifications for various public works construction projects. Responsible for public works inventories, plan check of construction plans, engineering services and traffic engineering services. Reviews street and parkway improvements, sewer and traffic studies for construction management projects on many of CAA's projects. He supervises a wide variety of public works projects including landscaping, building maintenance, and parks and wetlands improvements.
- Town of Yucca Valley, Project inspector for Warren Vista, Joshua and Onaga Trail rehabilitation. Coordinated with town staff for traffic control, and prepared daily reports of work performed and site conditions.
- City of Twentynine Palms, Project inspector for all CIP projects including but not limited to Street rehabilitation, Public Park construction and development project improvements. Prepare cost estimates, change orders and field reports. Coordinate construction with utility companies and other agencies.
- City of Yucaipa, Project inspector for Safe Routes to School Program. Coordinate with school district and submit documentation for federal aid requirements. Review and approve progress billing and certified payroll documents. Inspect materials and workmanship for conformance with project specifications.
- Town of Apple Valley, Assist in the planning and project development for the Yucca Loma Bridge project at the Mojave River. Review design proposals and prepare field reports for permitting and coordination with agencies involved the construction of the bridge.
- Town of Apple Valley – Street Superintendent – 5 years.

JOHN WHITMAN – STREET MAINTENANCE CONSULTANT

Education:	M.S. Civil Engineering, B.S. Civil Engineering
Yrs. Experience:	30+ years
Registration/Licenses:	Professional Engineer, California, Louisiana

SUMMARY OF EXPERIENCE:

Mr. Whitman directs the firm's asset management work. He has over 32 years of experience in infrastructure management systems, city engineering, traffic engineering, environmental planning and assessment, management of street maintenance, and design and development of capital improvement projects.

The following projects demonstrate Mr. Whitman's breadth and depth of experience related to the work in this engagement:

- Managed projects to develop street system maintenance needs for the SCAG, Gateway Cities. The project consisted of obtaining accurate estimates of pavement conditions in 26 Los Angeles County cities and developing long range maintenance needs based on pavement condition ratings. As a part of the project, a predictive model of user costs based on pavement conditions was developed.
- Managed projects to prepare pavement management systems for the Town of Apple Valley and Yucca Valley, CA and the Cities of Adelanto, Aliso Viejo, Bellflower, Diamond Bar, Duarte, Grand Terrace, Moorpark, Norwalk, Palos Verdes Estates, Santa Ana, and Whittier, CA.
- Project Manager for infrastructure portion of projects with the Cities of Corona, Garden Grove, Oceanside, and San Buenaventura, CA, that fully implemented a GASB-34 compliant Comprehensive Annual Financial Report including using the existing PMS to develop funding the and valuation.

JOE GARZA – PROJECT MANAGER

Education:	A.A. Business Management, Don Bosco Technical Institute
Yrs. Experience:	20+ Years
Key Qualifications:	Municipal Background, FEMA IS-100 for Public Works trained, Excellent Interpersonal Skills, Trained first responder for unusual & Hazmat occurrences, South Orange County, Experience & Resident

SUMMARY OF EXPERIENCE:

Mr. Garza has over 20 years of experience in public works and street maintenance, 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. Mr. Garza schedules and coordinates with City management, work crews, equipment, and materials for the public works maintenance services. He provides job cost analysis, training, and evaluation of employees. **Mr. Garza resides in nearby Mission Viejo, which will allow for immediate response for any calls for service.**

Recent Project Experience:

- City of Rancho Santa Margarita, Street Maintenance Services. Mr. Garza has served as Project Manager since services transitioned from Orange County in 2001. He is responsible for coordinating work schedules with City officials, supervising the day-to-day operations of the work crew and provides budget tracking and cost projection analysis reports.
- City of Aliso Viejo, Street Maintenance Services. Mr. Garza serves as the Project Manager of the street maintenance services. He is responsible for overseeing the scheduling and completion of the street maintenance projects.

- City of Laguna Niguel, Public Works Maintenance Services. Mr. Garza has had hands on experience with right-of-way maintenance for the City of Laguna Niguel. He assists City entities with a variety of drain, concrete, and street repairs.
- City of Jurupa Valley, Street Maintenance Services. Mr. Garza serves as the Project Manager of the street maintenance services. He is responsible for overseeing the scheduling and completion of the street maintenance projects.
- City of Wildomar, Street Maintenance & Maintenance Management Services. Mr. Garza serves as the Project Manager of the street maintenance services. He is responsible for overseeing the scheduling and completion of the street maintenance projects.

JORGE CRUZ – LEAD WORKER

Yrs. Experience:	13+ Years
Key Qualifications:	Traffic Control Certified, FEMA IS-100PWB Certified, First Aid Certified, Dale Carnegie I and II, Confined Space Safety, Hazardous Material First Responder Trained

SUMMARY OF EXPERIENCE:

Mr. Cruz will serve as the onsite, project crew lead worker assigned to the City to complete the day-to-day activities. As crew lead worker, he will also provide immediate response to work activity schedules, resident call-ins, and emergency call-outs. With over 13 years of experience in street maintenance, he will provide immediate, courteous and professional response to work activity schedules, resident call-ins and emergency call-outs. **Mr. Cruz resides in Aliso Viejo, which allows for immediate response for any calls for service.**

Recent Project Experience:

- City of Aliso Viejo, Street Maintenance Services. Mr. Cruz has served as Lead worker since 2002. He is responsible for the day-to-day operations of the work crew and overseeing the work performed by specialty subcontractors. He is familiar with all facets of street maintenance including the use of chain saws, concrete grinder operation, line trimmers and other hand tools.
- City of Rancho Santa Margarita, Street Maintenance Services. Mr. Cruz serves as a crewmember. He assisted with the day-to-day operations of the work crew.
- City of Laguna Niguel, Street Maintenance Services. Mr. Cruz serves as needed to provide additional support to the Lead worker and work crew. He assists with all aspects of the street maintenance and ongoing safety training activities and will serve as additional support for our field operations. He is familiar with all facets of public works maintenance including the use of chain saws, concrete grinder operation, line trimmers and other hand tools.

MOY YAHYA – SENIOR ENVIRONMENTAL SCIENTIST

Education: B.S., University of Mosul, Iraq
M.S., University of Mosul, Iraq

Yrs. Experience: 30 Years

SUMMARY OF EXPERIENCE:

Mr. Yahya possesses extensive experience in the environmental fields including water and wastewater analyses and regulations, and solid waste. He has over 30 years of experience working in environmental fields and managing numerous projects including drinking water, wastewater, recycled water and urban runoff. His project management experience includes project design, resources management, budget tracking and preparation of technical and scientific reports. Mr. Yahya has a US Patent in water treatment and over 30 published scientific articles.

Mr. Yahya is currently serving as the Environmental Programs Manager for the City of Aliso Viejo, and Code Enforcement and Water Quality Manager for the City of Laguna Woods. Mr. Yahya also provides water quality consulting service for City of La Palma. His responsibilities include the preparation of quarterly and annual NPDES and Solid Waste reports, and updating the City's ordinances, documents, procedures and database in compliance with the CalRecycle and Regional Water Quality Control Boards Permits regulations.

GREGORY SILVER, M.Sc., P.E., GE, PRESIDENT OF GMU GEOTECHNICAL, INC.

Years of Experience: 29+ Years

Education: M.S. Civil Engineering, California State University
B.A. Geological Sciences, University of California

Registration/Licenses: Registered Civil Engineer – State of California
Registered Geotechnical Engineer - State of California
Registered Civil Engineer – State of Nevada
Registered Civil Engineer – State of Utah

Mr. Silver has over 29 years of progressively responsible engineering and management experience in a wide variety of geotechnical engineering projects. He has worked successfully for and with industrial, residential, and commercial developers, master community planners, and governmental agencies. He has extensive experience in landslide evaluation and remediation design, geotechnical instrumentation, residential and commercial development, public works projects, municipality consultation, mechanically stabilized earth walls, and forensic projects. In addition, he has served as an expert witness in regards to numerous geotechnical issues over the last 20 years. Over the period of 1988 to 1997, Mr. Silver was City Geotechnical Engineer for numerous cities throughout Southern California. Currently, Mr. Silver serves as President and Principal Engineer.

7. SCOPE OF SERVICES

Charles Abbott Associates, Inc. has teamed with PVM to propose the street maintenance services outlined in the Request for Proposal. CAA/PVM will provide the following elements included in the RFP:

1. **Schedule and perform all street maintenance services using the City's task orders:** CAA/PVM will provide all resources required for the repair and maintenance services as directed by task order, 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. CAA/PVM will work diligently to ensure the safety of the public as well as our staff during the performance of our services.

2. **Provide on-call emergency services:** Emergency crews will be available on an as-needed basis to perform work during evening, weekend, and holiday hours as requested and tasked by the City. Crews will respond in 2 hours or less and will perform all necessary work to ensure the safety of the public, while relegating all remaining non-emergency work to regular working hours.

3. **Implement a Maintenance Management System (MMS):** CAA will purchase, install, populate with data, operate and train City staff on a Maintenance Management system. The chosen MMS will be fully integrated into the City's GIS system and website, and will allow the City to request services, track requests, and provide access to both City employees and the public. The MMS will be used to record and report costs as well as labor hours and materials.

4. **Provide weekly and monthly reports:** CAA will provide reports on all work completed by activity and date as well as monthly billings reports for services rendered. CAA complies with all prevailing local, State, and Federal wage record-keeping requirements.

5. **Provide an independent quality assurance consultant to implement a quality assurance program:** CAA agrees to utilize an independent third party consultant to perform routine and random inspections of work as well as material testing during and after the work has been completed. The consultant will report and meet with the City monthly to discuss work completed and quality of service provided.

6. **Maintain a documented safety plan:** 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, including but not limited to proper training and adequate equipment.

7. **Provide labor, equipment, and materials to complete each of the work activities defined in Appendix A and numbered 1 through 51:** CAA/PVM will provide all labor, equipment, materials and supplies to complete each service outlined in Appendix A. We will have emergency crews on hand during off hours for emergency work. The size of these emergency crews will be dictated by workload. All CAA/PVM personnel is equipped with smart cellular technology to

aid in the fulfillment of their work. CAA agrees that all uniforms shall be CAL OSHA compliant and include ANSI 2010-107 Class III Safety Vests.

8. **Provide an independent quality assurance consultant to implement a quality assurance program.**

9. **Provide a single point of contact:** CAA will provide a single point of contact (Terry Gregory) and a back-up contact (John Whitman) for all scheduling, reporting, billing and contract management matters.

10. **U.S.A. membership and utility response:** CAA agrees to join Underground Service Alert on behalf of the City and to respond as required to USA utility mark out requests. CAA/PVM will comply with State law, maintain our membership in good standing, and respond in a timely manner to U.S.A. mark out requests.

We have familiarized ourselves with the information contained in Appendix A through H. In addition, we have driven all of the City arterial highways as well as many of the other collector and residential streets to familiarize ourselves with current street conditions. We have also randomly reviewed the various other components of the street system including:

- Sidewalks
- Curb and gutter
- Ramps
- Vegetation
- Signs
- Stripping
- Marking
- Storm drain inlets
- V ditches

CAA/PVM has also reviewed Appendix C – General Specifications. We are thoroughly familiar with:

- The California MUTCD and WATCH manual
- Storm water requirements as detailed in the Regional Storm Water permit.
- Standard Specifications for Public Works Construction, and
- Caltrans Standard Specifications

We will become familiar with City of Laguna Hills' Special Provisions for Street Maintenance Services including Part II – Construction Materials.

If selected, we will meet with the appropriate City staff to familiarize ourselves with current practices, desired improvements and changes in practices and policies. 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 effective course of action to remedy the situation.

The following paragraphs will serve to illustrate our understanding of the 4 elements of the requested scope of services identified in the City's RFP.

I. Work Activities

The City has defined 51 work activities in the RFP, along with units of payment, work requirements, and quality requirements. CAA/PVM understands each of the work activities. We also understand that due to the variability of conditions each of these work activities may require "on-the-fly" modification, which can affect the cost of performing that activity. For the labor and asphalt activities, unit costs are more constant; for activities such as storm drain repair, we will quote a standard labor and equipment crew cost. Specialized equipment and materials will be at cost plus 10% basis. We agree to abide by there various performance guarantees such as 12-month performance for hot mix asphalt and concrete.

We pride ourselves in delivering our services with the utmost professionalism and flexibility, while also offering highly competitive rates.

II. Scheduling of Work

CAA/PVM understands that scheduling of street maintenance will be through the City's work order system. The City's Street Superintendent will be responsible for identifying maintenance needs and reporting them to the Director of Public Services. A work order will be prepared and passed to the CAA Supervisor who will schedule the work, ensure that the work is performed, and report back to the Director of Public Services.

In cases where the CAA Supervisor first observes a maintenance need, he will inform the City Superintendent who in turn will communicate with the Director. All routine work will be scheduled to occur within 2 weeks; however, in case of emergency work, PVM crews will respond within 2 hours or sooner. Of course, our crews can respond to any

work that comes up and can't be put off for the 2 weeks time. Calls are expected to come from the Orange County Sheriffs' Deputies, water utility, districts, citizens, city managers, and other sources and can range in nature from emergencies demanding immediate response to routine calls that can be plugged into an existing work schedule.

CAA/PVM will supply a 2-week schedule to the Director on Thursdays covering the following 2-week time period. We will meet at least monthly with the City's representative to discuss issues and update the status of our work.

III. Maintenance Management System

CAA will obtain and maintain a full-featured Maintenance Management System (MMS) from either eMaint Enterprises (eMaint.com) or MicroMain (micromain.com). Both companies offer stellar online MMS, and offer integration with third-party GIS systems, such as the City's ESRI system. Furthermore, both eMaint and MicroMain provide websites right out to the box that allow citizens and city employees to submit maintenance requests from anywhere and for any maintenance item. These websites can be integrated with the City's website and branded with the City's logo.

Other features of the eMaint and MicoMain programs are typical to most other maintenance management systems and include:

- Real-time data access by City employees, managers and street maintenance crews.
- Automated work order requests for planned preventative maintenance.
- Over 150 reports detailing any data as it pertains to the maintenance work in the city. Reports include: historical work, planned work, completed work, time-based tracking, work requests, inspection tracking, various cost tracking, weekly/monthly/quarterly/annual plans, actual work vs planned work, location history, asset history, etc.
- Monthly calendar views to show work planned, scheduled or completed.
- Mobile access via tablets for maintenance crews to record maintenance work, time worked, materials used, etc.
- Payment and purchase order capabilities.
- Monitoring by requestor as it relates to location, activity and date.
- User-level filtering to allow City employees full access to the MMS and field crews to only view work requests.
- Accessible via any computer web browser.
- ... and more.

Both eMaint and MicoMain can import existing data for databases such as signs, pavement markings, storm drains, MicroPAVER, or any other Excel asset database that the City may have. Export of the entire MMS database is also available for the City at

any time, and the reports mentioned above can be exported in any format (i.e. PDF, Excel, CSV, etc.) as well.

IV. Quality Assurance Program

CAA/PVM has retained the firm GMU Geotechnical, Inc. to develop, provide and implement a quality assurance program. The program will involve random inspections and materials testing as needed. The QA plan will be submitted to the City for approval prior to our first day of work.

GMU is a completely independent firm with whom CAA has had a long professional working relationship. GMU is familiar with Laguna Hills material standards and procedures, having a current open-ended contract for geotechnical services.

Any work GMU deems not up to City standards will be remediated to the City's satisfaction at no cost to the City.

8. SCHEDULE

CAA understands that this engagement does not entail full time staff located in the City offices. However, as we start up we will need to spend considerable time in the City to ensure a smooth transition. During the start up phase, our Project Manager Dirk Lovett is expected to spend 2 - 3 days per week at the City coordinating efforts, setting up the Maintenance Management System, meeting City staff, learning City procedures, establishing meeting schedules, and finalizing reporting and invoicing procedures. He will be assisted by Craig Sanchez and Mark Abbott who lead CAA's IT efforts with the Maintenance Management System. He will work with GMU in developing a Quality Control plan, which will be presented to the City for approval. As both City and CAA staff become comfortable with the procedures, Mr. Lovett will cut back his time at the City offices to approximately one half day per week for the duration of the engagement.

Our Project Supervisor, Terry Gregory, will spend at least 4 days per week in the City offices for the first 6 weeks ensuring that all field work is coordinated. He will meet with the utility companies to introduce himself and the project. He will familiarize himself with the City street and storm drain system, establish communications with all necessary City and contractor staff, including OCSD and OCFA, and meet with CALTRANS maintenance staff. As field work begins, Mr. Gregory will reduce the time he spends in the City offices to approximately 2 days per week, plus the time required to respond to any emergencies. He will oversee the subcontractors and make sure all work on City streets is acceptable. He will also be responsible for coordinating invoicing between the subcontractors and CAA, and will provide data to CAA's administrative personnel for the preparation of monthly invoices to the City.

General field crews will be scheduled as necessary according to the 2-week work schedule. The pricing form shows approximately 900 crew days of work. The crews will show up as scheduled 100% of the time unless there is an emergency situation, which both the City and CAA recognize and agree to.

9. STATEMENT OF ACCEPTANCE

May 8, 2014

Kenneth H. Rosenfield, P.E.
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Proposal for Street Maintenance Services – Acceptance of Street Maintenance Services Agreement

Dear Mr. Rosenfield:

Charles Abbott Associates, Inc. (CAA) has read and agrees to comply with the terms of the Street Maintenance Services Agreement (Appendix I), including the insurance requirements outlined in 5.1-5.4 of the services agreement. CAA takes the following exceptions:

liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars ($1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

5.1.5. Employer Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars ($1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of $10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of $10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees~~, agents, and volunteers~~ shall be covered as additional insureds with respect to liability arising out of all work or services performed by Contractor pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.

DRAFT

5.3.2 For any claims related to this Agreement, Contractor's coverage shall be primary insurance as respects City and its officers, council members, officials, employees~~, agents, and volunteers~~. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees~~, agents, and volunteers~~, and their respective insurers.

5.3.3 Any failure by Contractor to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees~~, agents, and volunteers~~.

5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be ~~suspended, voided~~, cancelled, ~~or modified by either Party, 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 in this subsection, 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.

5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.13 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the Work performed under this Agreement ~~and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement~~.

5.3.14 Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 Verification of Coverage. Contractor shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Contractor shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Contractor shall 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.

6. INDEMNIFICATION

6.1. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, ~~agents, and volunteers~~ and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Contractor's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Contractor, its agents, employees, or subcontractors, or arise from Contractor's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

6.2. Contractor shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Contractor shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Contractor is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties.

Please also note the following:

6.1: The contractual obligation to defend or pay the defense costs of the indemnified party is not insurable under CAA's professional liability insurance policy.

6.2: The obligation to defend the indemnified party is uninsurable. CAA proposes the following verbiage for provision 6.2 (changes are italicized):

Contractor shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorney's fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. *The other provisions of this agreement notwithstanding, in the event of a claim within the purview of any indemnification provision, the indemnified party will control its own defense, and at the time of claim resolution the Contractor will provide reimbursement for those defense costs caused by any negligence or willful misconduct by or attributable to the indemnitor to the extent coverage is available under the Contractor's Insurance Policies.*

We will be glad to discuss any of these exceptions in further detail.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.

Rusty R. Reed, PE
President

APPENDIX J

CITY OF LAGUNA HILLS DISCLOSURE EMPLOYMENT RELATIONSHIPS AND FINANCIAL INTERESTS

NAME OF FIRM/VENDOR/CONTRACTOR/PROPOSER:

Charles Abbott Associates, Inc. (CAA)

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

CAA does not employ any Laguna Hills City officials or City employees, not do any City officials represent the business of Charles Abbott Associates, Inc.

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

No City officials or City employees have any financial interest in the business of CAA.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signed this 8 day of May 2014, at 27401 Los Altos #220

Mission Viejo, California.

Name: Rusty Reed

Title: Principal

Signature:

APPENDIX J

CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of Charles Abbott Associates, Inc.
(Firm/Vendor/Contractor/Proposer) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Rusty Reed

Title: President

Signature:

Date: May 8, 2014

12. FEES

Please find fees in a separate sealed envelope as instructed by the Request for Proposal. The following conditions apply to the pricing of Work Items:

1. Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 45, 50 and 51 include materials costs as an element of the price.

2. Material costs for all other work items will be billed to the City at cost plus 15% based on purchase documents.

3. Item 18 will be daytime survey using a reflectometer.

3. Pricing for work item 39 includes a work truck, a dump truck, and backhoe. Any other specialized equipment such as a crane will be billed at cost plus 15%.

4. Pricing for general labor crews include sufficient work truck(s) to transport the labor crew members. Other equipment will be billed at cost plus 15%.

5. Traffic control costs are included in the pricing.

June 2, 2014

Kenneth H. Rosenfield, P.E.
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Proposal for Street Maintenance Services

Dear Mr. Rosenfield:

Charles Abbott Associates, Inc. (CAA), with PV Maintenance, Inc. (PVM), is very pleased to have the opportunity to submit negotiated pricing for your Street Maintenance Services. Attached is CAA/PVM's revised Appendix B Pricing Form, as we agreed, along with the revised Pricing Conditions/Limitations sheet from our proposal. Our final negotiated total is $539,606.50. We are committed to provide the City of Laguna Hills with superior service and extremely high quality street maintenance services.

We understand that staff will present our proposal and agreement to the Laguna Hills City Council for their approval at your earliest convenience. We are eager to attend that meeting to answer any questions City Council may have for us.

Once approved, we will provide a seamless transition from your current service provider. We will begin preparing for assistance with your July 4th celebration upon receipt of event information. We also look forward to in-depth discussion between our staff and yours as we perform the transition process.

CAA accepts your agreement as it is written. CAA/PVM looks forward to a long and fruitful relationship with the City of Laguna Hills under this agreement.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.

John Whitman
Director

CHARLES ABBOTT ASSOCIATES, INC.
27401 LOS ALTOS • SUITE 220 • MISSION VIEJO, CA 92691
TOLL FREE: (866) 530-4980 • PHONE: (949) 367-2850 • FAX: (949) 367-2852
WWW.CAAPROFESSIONALS.COM

APPENDIX B	Firm's Name: Charles Abbott Associates, Inc

CITY OF LAGUNA HILLS
STREET MAINTENANCE SERVICES
PRICING FORM

Estimated Quantities are for one year and include ALL costs including labor, materials, equipment, markups and profit.

Item #	Item Description	Quantity Estimate	Unit	Unit Price	Total $
1	Contract Administration	1 YEAR	LUMP SUM	22,000	$ 22,000.00
2	Arterial Highway Weekly Inspection	1 YEAR	LUMP SUM	6,500	$ 6,500.00
3	AC Pothole Patching - Cold Mix- Temporary	150	SQUARE FEET	12.95	$ 1,942.50
4	AC Pothole Patching - Permanent	5,000	SQUARE FEET	3.70	$ 18,500.00
5	AC Cold Plane up to 1" Depth	25,000	SQUARE FEET	0.70	$ 17,500.00
6	Asphalt Concrete Hot Mix 1" Overlay	500	TONS	120.00	$ 60,000.00
7	AC Pavement Crack Repair Cleaning and Filling	10,000	LINEAR FEET	0.78	$ 7,800.00
8	Repair Curb & Gutter	100	LINEAR FEET	45.00	$ 4,500.00
9	Repair Drive Approach	400	SQUARE FEET	12.75	$ 5,100.00
10	Repair Access Ramp	10	EACH	1,250.00	$ 12,500.00
11	Temporary Sidewalk Patching	100	EACH LOCATION	19.00	$ 1,900.00
12	Sidewalk Grinding	500	EACH LOCATION	29.00	$ 14,500.00
13	Repair Sidewalk	1,000	SQUARE FEET	10.90	$ 10,900.00
14	Repair/Restore Miscellaneous PCC/Brick	500	SQUARE FEET	9.95	$ 4,975.00
15	Weed Control (Curb, Gutter, and Parkways)	140	ACRES	117.00	$ 16,380.00
16	Sign Maintenance	600	EACH SIGN	85.50	$ 51,300.00
17	Special Sign Maintenance	30	LABOR HOURS	75.00	$ 2,250.00
18	Nighttime Sign Reflectivity Survey **	1 YEAR	LUMP SUM	4,800.00	$ 4,800.00
19	Nighttime Streetlight Outage Survey	1 YEAR	LUMP SUM	3,400.00	$ 3,400.00
20	Guardrail Repair	100	LINEAR FEET	110.00	$ 11,000.00
21	Sign and Shopping Cart Removal	1 YEAR	LUMP SUM	14,800.00	$ 14,800.00
22	Removal of Marking or Striping	1,000	SQUARE FEET	3.47	$ 3,470.00
23	Replace Raised Pavement Markers	1,500	EACH	3.50	$ 5,250.00
24	Layout of New Striping	1,000	LINEAR FEET	0.19	$ 190.00
25	Annual Paint Striping	1 YEAR	LUMP SUM	52,000.00	$ 52,000.00
26	Annual Paint Stop Bars & Chevrons	9,000	LINEAR FEET	0.69	$ 6,210.00
27	Annual Paint White Crosswalks	31,000	LINEAR FEET	0.50	$ 15,500.00
28	Annual Paint Yellow School Crosswalks	6,700	LINEAR FEET	0.70	$ 4,690.00
29	Annual Paint White Standard Legends	1,860	EACH	20.45	$ 38,037.00
30	Annual Paint Yellow Standard Legends	40	EACH	26.00	$ 1,040.00
31	Annual Paint Curbs	4,400	LINEAR FEET	0.78	$ 3,432.00
32	Clean Drains By Vacuum Truck/Other Equip	50	EACH DRAIN	300.00	$ 15,000.00
33	Clean Drains By Manual Means -Routine	500	EACH DRAIN	17.60	$ 8,800.00
34	Replace Drain Stencil	50	EACH DRAIN	35.00	$ 1,750.00
35	Raise Storm Drain Manhole to Grade	5	EACH	650.00	$ 3,250.00

*Non standard RPMs are not included in the unit price.

**Unit prices cover the cost of raising storm drain manholes a maximum of 12 inches.

CITY OF LAGUNA HILLS
STREET MAINTENANCE SERVICES
PRICING FORM

Estimated Quantities are for one year and include ALL costs including labor, materials, equipment, markups and profit.

Item #	Item Description	Quantity Estimate	Unit	Unit Price	Total $
36	Pre-storm Inspection	80	(1-PERSON CREW)	-	$ -
37	Storm Patrol and Emergency Repair	30	(2-PERSON CREW)	130.00	$ 3,900.00
38	Repair Underdrain/Subdrain	0	LINEAR FEET	-	$ -
39	Manual Inspection of Underground Storm Drains	500	LINEAR FEET	0.75	$ 375.00
40	Electronic/Video Inspection of Underground Storm Dra	500	LINEAR FEET	1.25	$ 625.00
41	Removal of Paint or Material Spills	40	HOURS	130.00	$ 5,200.00
42	Repair Underground - General	0	HOURS	-	$ -
43	Miscellaneous Metal Repairs	48	CREW HOURS	95.00	$ 4,560.00
44	Water Truck Operations	48	HOURS	125.00	$ 6,000.00
45	Right of Way Trimming	32	CREW HOURS	90.00	$ 2,880.00
46	General Labor A	300	(1-PERSON CREW)	70.00	$ 21,000.00
47	General Labor B	100	(2-PERSON CREW)	167.00	$ 16,700.00
48	General Labor C	100	(3-PERSON CREW)	205.00	$ 20,500.00
49	General Labor D	0	(4-PERSON CREW)	-	$ -
50	U.S.A. Membership and Utility Response	1 YEAR	LUMP SUM	1,200.00	$ 1,200.00
51	Quality Assurance Program	1 YEAR	LUMP SUM	5,500.00	$ 5,500.00
			TOTAL FEE PROPOSAL	$	$ 539,606.50

TOTAL FEE PROPOSAL IN WORDS:

Five hundred thirty nine thousand, six hundred and six dollars and fifty cents.

NOTE: The estimated annual quantities included in these Pricing Form pages are supplied to give an indication of the general scope of the work but the accuracy of these figures is not guaranteed and are not, in any event, an obligation of the Agency to offer or supply. All work shall be authorized by Task Order. All fees shall remain unchanged for two years. Thereafter, fees may be adjusted based upon the Los Angeles/Orange County Consumer Price Index for the lagging 12 months as of the April report, to be effective July 1st. The City shall solely determine if a fee change will be approved. In no event, shall a fee adjustment exceed 5% in any one year and all fee adjustments are subject to the City Budget approval.

SUBMITTED BY

FIRM/CONTRACTOR: Charles Abbott Associates, Inc.

Name: Rusty Reed Title: Principal

SIGNATURE: JLC for Rusty Reed DATE: 6/2/14

PRICING CONDITIONS/LIMITATIONS

The following conditions/limitations apply to the pricing of Work Items:

1. Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 18, 19, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 39, 41, 44, 45, 50 and 51 include materials costs as an element of the price.

2. Items 23 and 35 have footnotes on the pricing form limiting the material/depth, which are included in the unit price.

3. Material costs for all other work items will be billed to the City at cost plus 15% based on purchase documents.

4. Item 18 will be daytime survey using a reflectometer.

5. Pricing for general labor crews include sufficient work truck(s) to transport the labor crew members. Other equipment will be billed at cost plus 15%.

6. Traffic control costs are included in the pricing.

EXHIBIT "B"

CITY OF LAGUNA HILLS

REQUEST FOR PROPOSALS FOR

STREET MAINTENANCE SERVICES

DATED APRIL 7, 2014

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

REQUEST FOR PROPOSAL
FOR
STREET MAINTENANCE SERVICES

April 7, 2014

The City of Laguna Hills, CA, invites interested firms to respond to this Request for Proposal (RFP) to provide Street Maintenance Services.

The City of Laguna Hills is located in South Orange County, approximately 60 miles south of Los Angeles and 70 miles north of San Diego. Incorporated on December 20, 1991, under the laws of the State of California, it enjoys all the rights and privileges pertaining to "General Law" cities. The City is home to approximately 30,700 residents and over 1,000 businesses. The City maintains approximately 82 centerline miles of streets.

The City of Laguna Hills operates under a Council-Manager form of government. Policymaking and legislative authority are vested in the City Council, which consists of a Mayor and a four-member Council. The City provides a wide range of services to its residents, either directly or by contracting for selected municipal serviced utilizing agreements with other governmental entities, private firms, and individuals. Police services are provided by the Orange County Sheriff's Department and fire services are provided through the Orange County Fire Authority, of which the City is a member.

SCHEDULE

4/7/2014	Issue Request for Proposal.
5/8/2014	**PROPOSALS DUE NOT LATER THAN 3:00 p.m.** Late Proposals shall be rejected.
5/21/2014	Conduct interviews. The specific time will be determined at a later date.
6/10/2014	Award Street Maintenance Services Agreement.
7/1/2014	Initiate Services at 12:01 am.

PROPOSAL INFORMATION

Requests for clarification or interpretations of information contained in the RFP should be directed to Kenneth Rosenfield, Director of Public Services, at (949) 707-2655 or krosenfield@ci.laguna-hills.ca.us.

PROPOSAL SUBMISSION

One signed unbound original and six copies of the proposal along with one sealed fee envelope must be received by the Director of Public Services for the City of Laguna Hills no later than 3:00 p.m. on Thursday, May 8, 2014.

Address all proposals to:

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

No amendments, additions, or alterations will be accepted after the submission date and time. Late proposals will not be accepted. Proposal and documents submitted become the property of the City of Laguna Hills.

FORMAT FOR PROPOSALS

Proposers shall provide the following information:

1. Letter of Transmittal - Limit to one page.
2. Executive Summary - Limit to two pages.
3. Understanding of the project and your general approach. Limit to five pages.
4. Experience with similar projects completed in the past ten years. Limit to five pages.
5. Public Agency References - provide a minimum of three contacts. Limit to two pages.
6. Qualifications of the Proposer and all team members. Limit to ten pages.
7. Scope of Services. See Appendices A through H. Limit to ten pages.
8. Schedule - Include team member's time commitment to the Scope of Services. Limit to two pages.
9. A Statement of Acceptance of the attached Street Maintenance Services Agreement including the insurance requirements. Use your letterhead. See Appendix I.
10. Warranty regarding non-discrimination. Use City form. See Appendix J.
11. Certificate of Financial Disclosure, signed under penalty of perjury, stating any financial or employment interests of City officials or employees with Contractor. Use City form. See Appendix J.
12. Fees in a separate sealed envelope. See Appendix B.

The proposed Scope of Services described in this Request for Proposal are only a guide to the anticipated work. The selected Contractor for the services described herein is not guaranteed any of the anticipated work as all work shall be authorized through task order issued by the City. Limit the total number of pages included in your proposal to 50 pages including all covers and Items 1 through 11, above, inclusive. Proposals should be as concise as possible while still conveying all required information.

GENERAL

The following items address general proposal preparation requirements.

- The Contractor is solely responsible for any costs incurred in responding to this Request for Proposal.
- An official authorized to bind the Contractor to the Proposal and Agreement shall sign the Proposal.

- The Proposal shall be valid for 180 calendar days. The contents of the Proposal and this Request for Proposal will become a contractual obligation and may become Public Records.
- The City reserves the right to reject any or all proposals without explanation. The City reserves the right to negotiate the specific requirements and fees using the selected proposal as a basis. Late or incomplete proposals will not be considered. The City reserves the right to determine the completeness of all proposals.
- The Consultant shall comply with all Federal, State and Local regulations governing all aspects of the project, including conflict of interest laws and regulations.
- All work, at a minimum, shall be performed in accordance with usual and customary standards of care for such similar services performed in this area.
- The Parties expressly understand and agree that in accordance with the Public Contract Code, 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.
- The terms "firm," "vendor," "contractor" or "proposer" are interchangeable and shall mean the business entity that is providing the services contemplated in this RFP.

SCOPE OF SERVICES

The City is soliciting proposals from qualified Firms/Vendors/Contractors/Proposers to provide Street Maintenance Services on a task order basis for a five year term. See Appendices A through H, inclusive, attached hereto and incorporated herein.

The services meeting the definition of a "Public Project," as defined by Section 20161 of the California Public Contract Code, will be limited to task orders of $5,000 or less. All work shall be performed in accordance with the latest edition of the Standard Specifications for Public Works Construction (Greenbook), the Standard Plans for Public Works Construction, The State of California Department of Transportation (Caltrans) Standard Specifications and Standard Plans, or other standards and specifications as determined by the City Engineer (hereinafter Engineer), including Appendix C, attached hereto, to be the most appropriate for the work. All work, where required, shall include the use of the Underground Service Alert system, the setup and removal of Traffic Control per the current Manual of Uniform Traffic Control Devices (MUTCD), as modified by the State of California, and include best management practices for storm water quality control in accordance with both National Pollution Devices Elimination System permits active in the City as issued by the Santa Ana Regional Water Quality Control Board and the San Diego Regional Water Quality Control Board and the State General Construction Permit. The Contractor shall be responsible for the work meeting the quality requirements of the City as solely determined by the Engineer.

TERM OF AGREEMENT

The term of the agreement will begin at midnight on July 1, 2014, for a period of five (5) years ending on June 30, 2019. Proposers shall review the descriptions of requirements,

scope of services, all appendices and the particular obligations as defined in the Street Maintenance Services Agreement.

SERVICE REQUIREMENTS

The description that follows is intended to familiarize each respondent with the general scope of work anticipated to be delivered for the services being contemplated by the City. The City is seeking a qualified Contractor to complete all of the services being requested and be responsible for identifying and performing the scope of work deemed necessary for meeting the objectives identified by the City.

1. STREET MAINTENANCE SERVICES

    A. 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.
    B. Take responsibility for the performance of work as directed by the City.
    C. Provide all required resources for the safety of the public and your staff during the work.
    D. Identify and implement appropriate traffic control measures, best management practices for storm water quality and protection of utilities.
    E. Perform all work in a thorough, competent, professional and workmanlike manner.
    F. Provide a labor force with training and licensure commensurate with the work they will perform.

2. EMERGENCY SERVICES

    A. 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 a short term City request.
    B. 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.
    C. 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.
    D. 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.

3. MAINTENANCE MANAGEMENT SYSTEM

    A. Provide the capability for the City to request service with an automated Maintenance Management System.
    B. Allow historical tracking of work requested, planned, and completed by City employees.

C. City employees shall have real-time access to the system.
D. System is to be maintained by the Contractor, with data being owned by the City.
E. Access should be provided for Citizens to make requests through the City's website.
F. Specific details are outlined in the Scope of Services.

4. RECORDS / REPORTING

A. 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.
B. Maintain records of all work completed by activity and date, and provide regular reports to the City on all work order activity progress.
C. Provide copies of all records and data, as requested by the City, within two working days.
D. Comply with all prevailing local, State, and Federal wage record-keeping requirements.
E. Provide monthly billings to the City for services rendered following an agreed upon procedure for review of such billings.
F. 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.
G. All work completed shall be invoiced to the City within 30 days of work completion.

5. QUALITY ASSURANCE

A. Develop a quality assurance program utilizing an independent third party Consultant 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.
B. 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.
C. 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.
D. Report work quality monitoring in a standard format on a monthly basis demonstrating quality assurance. The Consultant shall report all monitoring performed with all actions taken or outlined for addressing all non-compliant work.

E. Meet with City representatives monthly to indicate work completed and quality of service provided along with any planned actions for improvement.

6. 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.

7. SAFETY

A. 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.
B. 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, be in compliance with all applicable local, State, and Federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

1. Adequate life protection and lifesaving equipment and procedures.
2. 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.
3. Adequate facilities for the proper inspection and maintenance of all safety measures.
4. All employees at all times shall wear ANSI 2010-107 Class III vests while working.

8. LABOR, EQUIPMENT, AND MATERIALS

A. 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-man, two-man, three-man and four-man 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.

B. 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 and be used in documenting work.
C. 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 2010-107 Class III Safety Vests at all times. Vests shall be replaced on a regular basis to maintain their condition in a "like-new" condition.
D. 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 or beacon) visible for 360 degrees.
E. Wage Requirements: In accordance with the provisions of Section 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages, as determined by the State Director of Industrial Relations, are available on the Internet at the World Wide Web Site of the State Department of Industrial Relations at www.dir.ca.gov under Statistics and Research. It shall be mandatory for the Contractor to whom the contract is awarded and for any subcontractor under him to comply will all provisions of the California Labor Code relating to prevailing wage rates, as applicable.
F. 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.

POINT OF CONTACT

The Proposer shall be required to designate a management-level employee to serve as a single point of contact for the City staff for all communication including scheduling, billing, reporting, contract, and performance-related matters. A back-up/alternate point of contact must also be designated and provided to the City. There shall be no direct charge for any individual's services and they must be available at all times (i.e. 24/7), Monday through Sunday.

SELECTION PROCESS

Selection of the successful Proposer shall be on the basis of price, demonstrated competence, and on the qualifications necessary for satisfactory performance of the services required. The City may determine that it is necessary to meet with the firms to discuss aspects of their proposal. Selection of the firms to be interviewed will be based upon but not limited to the following criteria:

- The firm's ability to provide optimal services at an acceptable cost;
- The firm's resources to complete projects in a satisfactory manner;
- The firm's approach to and understanding of the Scope of Services;

- The firm's experience with similar contracts and clients;
- The experience in providing similar services.

FEES

Contractor shall submit a transmittal letter and completed Appendix B in a separate sealed envelope labeled "Fees for Street Maintenance – Do Not Open." All fees shall remain unchanged for two years. Thereafter, fees may be adjusted based upon the Los Angeles/Orange County Consumer Price Index for the lagging 12 months as of the April report, to be effective July 1st. The City shall solely determine if a fee adjustment will be approved. In no event, shall a fee adjustment exceed 5% in any one year and all fee adjustments are subject to the City Budget approval.

APPENDICES

The following Appendices are incorporated herein. Proposers shall read and understand all of the requirements included in the Appendices and shall propose on all services. Failure to propose on all services shall be cause for rejection of the Proposal.

- APPENDIX A: SCOPE OF SERVICES
- APPENDIX B: PROPOSER PRICING FORM
- APPENDIX C: GENERAL SPECIFICATIONS AND SPECIAL PROVISIONS
- APPENDIX D: LISTING OF ARTERIAL HIGHWAYS
- APPENDIX E: LISTING OF SIGNAGE INVENTORY
- APPENDIX F: LISTING OF STRIPING, LEGENDS AND MARKINGS
- APPENDIX G: LISTING OF STORM PATROL LOCATIONS
- APPENDIX H: LISTING OF DRAIN CLEANING INVENTORY
- APPENDIX I: STREET MAINTENANCE SERVICES AGREEMENT
- APPENDIX J: CITY FORMS TO BE SUBMITTED WITH PROPOSAL

Sincerely,

Kenneth H. Rosenfield, P.E.
Director of Public Services

APPENDIX A

CITY OF LAGUNA HILLS
STREET MAINTENANCE SERVICES
SCOPE OF SERVICES

I. WORK DESCRIPTIONS

The Firm/Contractor will provide Street Maintenance Services, as determined by the City of Laguna Hills on a Task Order Basis, in accordance with this Scope of Services. The Firm will be required to provide and be responsible to utilize a Maintenance Management System (MMS) to document all work performed, schedule and implement all work 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 services to be provided as shown below are to follow identified job standards, specifications, and industry requirements as shown in the Request for Proposal. 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. See Appendix C for general specifications and special provisions.

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.

   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 and maintaining a maintenance management system, 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.

   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: Lump Sum - per year payable in equal monthly increments) Define Unit: Lump sum fee per year payable in equal monthly installments for all inclusive field inspection and administrative work to perform Arterial Highway Weekly Inspections and one drain inspection. See Appendix D.

   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 drain inlet location shall also be inspected weekly. See Appendix D for the arterial highway listing and drain location. 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. 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 to provide a smooth driving surface. 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, 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 amount of potholes patched in square feet. 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 Flomix, Aquaphalt, or hot mix asphalt concrete to provide a smooth driving surface. This includes clearing and grubbing, sawcutting, 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. 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, 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. 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. 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: Linear Feet)
   Define Unit: This is measured by the amount of crack sealant in linear feet that is used to repair pavement cracks. 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. **Repair Curb and Gutter** (Units: Linear Feet)
   Define Unit: This is measured by the amount of curb and gutters removed and installed in linear feet. 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, both removal and replacement including one foot width of asphalt concrete by the length of the curb. As directed, remove curb and gutter when sections are damaged, raised or lowered, and water flow is impaired or diverted. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, saw cutting all joins, removing the concrete and asphalt concrete, setting forms, pouring and finishing the curb and gutter, concrete to be 520-C-2500 with Type V cement, repaving the asphalt concrete, flow checking the gutter, cleaning the work site, and removal of USA markings. Curb and getter shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the curb and gutter to the City's satisfaction.

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

9. **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. 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. 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 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.

10. **Repair Access Ramp** (Units: Each)
Define Unit: This is measured by the completion of each access ramp removed and replaced.

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

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

11. **Temporary Sidewalk Patching** (Units: Each Location)
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. The width can range from a low of four feet to a high of 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.

12. **Sidewalk Grinding** (Units: Each Location)
Define Unit: This is measured by the completion of each sidewalk grinding location.

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.

13. **Repair 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. 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.

14. **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. 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.

15. **Weed Control – Curb and Gutters and Parkways** (Units: Acres)
Define Unit: This is measured by the amount of weed control area in acres sprayed on curbs, gutters, and parkways. The surface area will be measured in acres.

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.

16. **Sign Maintenance** (Units: Each Sign)
Define Unit: This is measured by the completion of each standard sign maintained or removed and replaced. See Appendix E.

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 E for the signage inventory. This activity includes the removal and replacement of damaged signs and posts, the placement of new signs and posts, and maintenance of signs and posts. See Appendix E for the Sign Inventory. 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 based 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.

17. **Special Sign Maintenance** (Units: Labor Hours)
Define Unit: This is measured by the amount of labor hours spent on the maintenance, repair, replacement, fabrication, and installation of special signs.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the maintenance, repair, replacement, fabrication and installation of special signs by design or oversized signs as designated by the Engineer that require additional staff, equipment, and/or time. Specials signs include large or non-standard traffic signs that require additional time to fabricate or install. Special Signs replaced/installed shall utilize the highest grade of materials available on the market including aluminum based 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, the fabrication and installation of Special Signs is done in accordance with the Sign Maintenance standards and the area should be cleaned of debris. All work to be to the satisfaction of the Engineer.

18. **Nighttime Sign Reflectivity Survey** (Units: Lump sum)
Define Unit: This activity is to be completed on an annual basis to review the reflectivity of all MUTCD signage in the City to establish and monitor a baseline reflectivity standard in compliance with FHWA standards. 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. See Appendix E.

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. See Appendix E for a listing of the signage inventory. 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:

1. Visual Nighttime Inspection Method: 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.
2. Measured Retroreflectivity Method: All signs must have retroreflectivity levels at or above the minimum levels. Signs shall be measured using a handheld retroflectometer following ASTM E1709, Standard Test Method for Measurement of Retroreflective Signs Using a Portable

Retroreflectometer. A sign needs to be replaced if the average retroreflectivity 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 tested for nighttime reflectivity. All work to be to the satisfaction of the Engineer.

19. **Nighttime Streetlight Outage Surveys** (Units: Lump Sum)
Define Unit: This activity is to be completed on a quarterly basis 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. The annual lump sum payment shall be paid on a prorated quarterly basis.

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 streetlighting. The City is responsible for all Safety Lights at traffic signals, Bridge Underdeck lights and, on El Toro Road, the 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.

20. **Guardrail Repair** (Units: Linear Feet)
Define Unit: This is measured by the amount of guardrail repaired in linear feet. 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.

21. **Sign and Shopping Cart Removal** (Units: Lump Sum - per year payable in equal monthly installments) Define Unit: This is a lump sum annual fee payable in equal monthly installments. All efforts included in illicit sign and shopping cart removal will be covered under this lump sum. The streets to be inspected to complete this task are as shown on Appendix D.

    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 Sunday mornings of every week year round and is used for removal of unauthorized signs and shopping carts from street right of ways as defined in the Laguna Hills Municipal Code. See Appendix D for a listing of the arterial streets to be inspected to complete this task. A one person crew shall be sent every Sunday 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 Sunday 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.

22. **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. 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.

23. **Replace Raised Pavement Markers (RPM's)** (Units: Each Marker)
Define Unit: This is measured by the completion of each RPM replaced in kind. 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.

24. **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.

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.

25. **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. See Appendix F.

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 F 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 F.

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.

26. **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. See Appendix F.

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 F 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.

27. **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. See Appendix F.

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 F 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 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. 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.

28. **Annual Paint Yellow School Crosswalks** (Units: Linear Feet)
Define Unit: This is measured by the amount of yellow school crosswalk length in linear feet for traffic markings. See Appendix F.

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 F 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 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. 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.

29. **Annual Paint White Standard Legends** (Units: Each)
Define Unit: This is measured by the completion of each white standard or oversized legend painted. See Appendix F.

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 F 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.

30. **Annual Paint Yellow Standard Legends** (Units: Each)
Define Unit: This is measured by the completion of each yellow standard legend painted. See Appendix F.

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 F 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.

31. **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. See Appendix F.

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 F 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.

32. **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. See Appendix H.

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 H 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, 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.

33. **Clean 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. See Appendix H.

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 (see Appendix H) and the work is to be completed between June 1st and September 30th of each calendar year. 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.

34. **Replace Drain Stencil** (Units: Each Drain)
Define Unit: This is measured by the completion of each drain stencil, and the proper documentation to the City of Laguna Hills.

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 stencils/decals throughout the City to provide public awareness about stormwater. The drainage inlet curb surface should be prepared by cleaning, scraping, or washing prior to application of stencil. Appropriate curb markers should be installed using adhesive or by painting the stencil. This activity includes maintaining marking inventory as needed. 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 stencil pursuant to the work request. Stencil 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 stencil to the City's satisfaction.

Quality Requirements: At the end of each work session, storm drain inlets shall be marked with approved City stencil, stencil should be legible to the public, and work area should be clean. All work to be to the satisfaction of the Engineer.

35. **Raise Storm Drain 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.

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, 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.

36. **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. This includes a maximum of one person for 80 hours during normal business hours to conduct the necessary inspections. See Appendix G.

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 (see Appendix G). 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.

37. **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. 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 G.

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 G 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.

38. **Repair Underdrain/Subdrain** (Units: Linear Feet)
Define Unit: This is measured by the amount of underdrains repaired in linear feet. 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.

39. **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. This is measured in linear feet from the start to the end of the pipeline inspected. A minimum of four hours 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.

40. **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. This is measured from the start to the finish of the pipeline inspected. A minimum of four hours 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 an MP3 video that can be downloaded and stored on the City's computer. All work to be to the satisfaction of the Engineer.

41. **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.

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.

General 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 debris are removed from the roadway. All work to be to the satisfaction of the Engineer.

42. **Repairs Underground - General** (Units: Hours)
Define Unit: This is measured by the number of hours taken to complete each underground repair made.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. All work associated with the repair of stormwater, 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 stormwater system. All work to be to the satisfaction of the Engineer.

43. **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. 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.

44. **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. A minimum of four hours 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.

45. **Right of Way Trimming** (Unit: 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. Work to be done as directed on a quarterly basis with a three person crew 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 eight hours 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.

46. **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.

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.

47. **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 assigned 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.

48. **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 assigned 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.

49. **General Labor D** (Units: Four Person Crew Hours)
Define Units: This is measured by the number of hours taken by a four person crew to complete tasks as assigned by task order.

This activity encompasses providing a four 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 four-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.

50. **U.S.A. Membership and Utility Response** (Units: Lump Sum – per year payable in equal monthly increments) Define Unit: Lump Sum fee per year payable in equal monthly installments for the cost of membership in Underground Service Alert, response to utility call outs and administration.

This activity encompasses joining Underground Service Alert on behalf of the City of Laguna Hills, representing the City's interests and responsibilities to USA, responding as required to USA utility mark out requests including researching City records of storm drain utilities, marking City facilities in the field and administering this program as required by law.

Quality Requirements: Compliance with State law, maintaining membership in good standing in USA, and responding in a timely manner to all USA mark out requests. All work to be to the satisfaction of the Engineer.

51. **Quality Assurance Program** (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 quality assurance work to fulfill the required street maintenance activities.

This activity encompasses all work associated with providing quality assurance to meet the City's general requirements.

General Requirements: General quality requirements would be to ensure all tasks are completed with general requirements met. All work to be to the satisfaction of the Engineer.

II. SCHEDULING

The cost of Scheduling is deemed included in Contract Administration and no additional compensation will be allowed therefore. The Firm shall perform the services as directed by Task Order expeditiously, within the term of these specifications. The Firm represents that it has the professional and technical personnel required to perform the services in conformance with such conditions. All routine work shall be scheduled to occur within 14 calendar days of the issuance of a Task Order. Emergency work shall be scheduled within a two-hour response time. Upon request of the City, the Firm shall provide a detailed schedule of anticipated performance to meet the schedule outlined by the City. The extension of any time period must be approved in writing by the City. In addition, Firm shall accommodate City directed work by Task Order for which the schedule cannot wait for the standard two-week schedule and must be "plugged" into the current work schedule, as solely determined by City.

The Firm shall supply the City with a written two week schedule of all work that is planned on the Thursday prior to the Monday of the start of the two week scheduling period with a report of accomplishment of prior two week schedule. The Firm representative shall meet monthly with City's representatives updating City on current work and any anticipated issues.

Service levels in the Work Descriptions are the minimum performance standards for the level of work to be completed. The Firm shall attain completion of the works and services at or above the required service levels within the time and schedule or within such extended time.

III. MAINTENANCE MANAGEMENT SYSTEMS FOR TRACKING WORK ORDERS

The cost of providing a Maintenance Management System is deemed included in Contract Administration and no additional compensation will be allowed therefore. The Firm shall develop, populate with data, utilize, and train City staff to use a Maintenance Management System that is fully integrated into the City's GIS system and website. The Firm shall have full responsibility of purchase and maintaining the system, yet the data shall be the City's information and a copy of the data shall be provided monthly. The Firm shall provide capability for the City to request service with an automated system and shall provide historical tracking of work requested, planned, and completed. City employees should have real-time access to the system. System is to be maintained by the Firm with data being the City's ownership. Firm shall assume the cost for all licensing for any City, employees, and residents use of the system. Access should be provided for citizen to make requests through the City's website. The system shall provide:

- The ability to store or link to GIS for inventory of all streets, sidewalks, and signs including digital images

- The ability to automate a time-based log
- The ability to store or link to a condition of each pavement section of street
- Track inspection records of inspection date, condition, planned action, and estimated cost
- Include the work history of all maintenance services provided with date requests, date completed, amount of work done, cost, location, and materials used
- Provide for tracking details of each service request and response as well as improvement projects completed
- Provide an annual plan of work that is anticipated by work tasks
- Produce a period report (i.e. weekly, monthly, annually) comparing the annual plan to actual work completed and cost concurred
- Allow monitoring of all request actions by requester, location, activity, and date

This effort shall include the import of existing access databases for signs and markings, excel data for drain inlets and the City's MicroPAVER database. This information will be placed into the Maintenance Management System provided by the consultant or the City's GIS which is linked to the Maintenance Management System.

IV. QUALITY ASSURANCE PROGRAM

The Firm shall retain an independent quality assurance Consultant to develop, provide, and implement a quality assurance program that includes routine and random inspection of street maintenance services and testing of all materials utilized in the work, during and after street maintenance, at intervals that are indicative of the life expectancy of the asset and to the requirements of the Engineer to determine quality of work, methodologies, and material. The Consultant shall identify the quality of the completed work and the need for remedial work to resolve any quality discrepancies. The Quality Assurance Plan shall be submitted to and approved by City and then implemented on all work conducted by the Firm.

The Consultant shall report results monthly in a standard form demonstrating quality assurance and monitoring. The program shall track all work, the labor, material and equipment utilized, determine the level of service being provided by the Firm, report all testing and inspection results, and provide recommendations for remedial actions. Material testing shall include compaction testing, strength testing, compliance testing and other testing associated with best management practices and reviews of Certificates of Compliance.

The Quality Assurance Program shall be implemented by an independent entity or firm that will provide to the City and Firm the results of the Firm's work and actions taken on a monthly basis. This entity shall be totally independent financially and legally from the Firm.

Any required remedial or quality related work that is identified in related inspections will be completed without any cost to the City and verified by the independent quality assurance Consultant. The cost of Quality Assurance shall be included in the Lump Sum annual fee for this work and paid for in equal monthly installments.

APPENDIX B

Firm's Name: _____

CITY OF LAGUNA HILLS
STREET MAINTENANCE SERVICES
PRICING FORM

Estimated Quantities are for one year and include ALL costs including labor, materials, equipment, markups and profit.

Item #	Item Description	Quantity Estimate	Unit	Unit Price	Total $
1	Contract Administration	1 YEAR	LUMP SUM		
2	Arterial Highway Weekly Inspection	1 YEAR	LUMP SUM		
3	AC Pothole Patching - Cold Patch -Temporary	150	SQUARE FEET		
4	AC Pothole Patching - Permanent	5,000	SQUARE FEET		
5	AC Cold Plane up to 1" Depth	25,000	SQUARE FEET		
6	Asphalt Concrete Hot Mix 1" Overlay	500	TONS		
7	AC Pavement Crack Repair Cleaning & Filling	10,000	LINEAR FEET		
8	Repair Curb & Gutter	400	LINEAR FEET		
9	Repair Drive Approach	400	SQUARE FEET		
10	Repair Access Ramp	10	EACH		
11	Temporary Sidewalk Patching	100	EACH LOCATION		
12	Sidewalk Grinding	500	EACH LOCATION		
13	Repair Sidewalk	1,000	SQUARE FEET		
14	Repair/Restore Miscellaneous PCC/Brick	1,000	SQUARE FEET		
15	Weed Control (Curb, Gutter, and Parkways)	140	ACRES		
16	Sign Maintenance	600	EACH SIGN		
17	Special Signs Maintenance	30	LABOR HOURS		
18	Nighttime Sign Reflectivity Survey	1 YEAR	LUMP SUM		
19	Nighttime Streetlight Outage Survey	1 YEAR	LUMP SUM		
20	Guardrail Repair	100	LINEAR FEET		
21	Sign and Shopping Cart Removal	1 YEAR	LUMP SUM		
22	Removal of Markings or Striping	2,000	SQUARE FEET		
23	Replace Raised Pavement Markers	1,500	EACH		
24	Layout of New Striping	1,000	LINEAR FEET		
25	Annual Paint Striping	1 YEAR	LUMP SUM		
26	Annual Paint Stop Bars and Chevrons	9,000	LINEAR FEET		
27	Annual Paint White Crosswalks	31,000	LINEAR FEET		
28	Annual Paint Yellow School Crosswalks	6,700	LINEAR FEET		
29	Annual Paint White Standard Legends	1,860	EACH		
30	Annual Paint Yellow Standard Legends	40	EACH		
31	Annual Paint Curbs	4,400	LINEAR FEET		
32	Clean Drains By Vacuum Truck/Other Equip	50	EACH DRAIN		
33	Clean Drains By Manual Means -Routine	500	EACH DRAIN		
34	Replace Drain Stencil	50	EACH DRAIN		
35	Raise Storm Drain Manhole to Grade	5	EACH		

APPENDIX B

Firm's Name: _____

CITY OF LAGUNA HILLS
STREET MAINTENANCE SERVICES
PRICING FORM

Estimated Quantities are for one year and include ALL costs including labor, materials, equipment, markups and profit.

Item #	Item Description	Quantity Estimate	Unit	Unit Price	Total $
36	Pre-storm Inspection	80	(1-PERSON CREW)		
37	Storm Patrol and Emergency Repair	30	(2-PERSON CREW)		
38	Repair Underdrain/Subdrain	500	LINEAR FEET		
39	Manual Inspection of Underground Storm Drains	500	LINEAR FEET		
40	Electronic/Video Inspection of Underground Storm Drains	500	LINEAR FEET		
41	Removal of Paint or Material Spills	40	HOURS		
42	Repairs Underground - General	40	HOURS		
43	Miscellaneous Metal Repairs	48	CREW HOURS		
44	Water Truck Operations	48	HOURS		
45	Right of Way Trimming	32	CREW HOURS		
46	General Labor A	300	(1-PERSON CREW)		
47	General Labor B	200	(2-PERSON CREW)		
48	General Labor C	100	(3-PERSON CREW)		
49	General Labor D	100	(4-PERSON CREW)		
50	U.S.A. Membership and Utility Response	t YEAR	LUMP SUM		
51	Quality Assurance Program	1 YEAR	LUMP SUM		
			TOTAL FEE PROPOSAL: $		

TOTAL FEE PROPOSAL IN WORDS: _____

NOTE: The estimated annual quantities included in these Pricing Form pages are supplied to give an indication of the general scope of the work but the accuracy of these figures is not guaranteed and are not, in any event, an obligation of the Agency to offer or supply. All work shall be authorized by Task Order. All fees shall remain unchanged for two years. Thereafter, fees may be adjusted based upon the Los Angeles/Orange County Consumer Price Index for the lagging 12 months as of the April report, to be effective July 1st. The City shall solely determine if a fee change will be approved. In no event, shall a fee adjustment exceed 5% in any one year and all fee adjustments are subject to the City Budget approval.

SUBMITTED BY
FIRM/CONTRACTOR: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

APPENDIX C

CITY OF LAGUNA HILLS
GENERAL SPECIFICATIONS FOR
STREET MAINTENANCE SERVICES

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Contract Documents for the above stated project. The general items of work to be done hereunder consist of all street maintenance services as defined in Appendices A through H, inclusive, incorporated herein.

LOCATION OF WORK

The general location and limits of the work are on various streets throughout the City.

TIME COMPLETION

The Contractor shall complete all work in every detail in accordance with Task Orders issued for the particular work.

PAYMENT

Refer to Street Maintenance Services Agreement.

TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with the latest updated version of the Work Area Traffic Control Handbook (WATCH) and/or California Department of Transportation Traffic Manual and provide a traffic control plan. No full street closures or parking prohibition shall be made in this project without the prior approval of the City Engineer. The travel lanes of the streets to be closed each day shall be submitted as a two-week advance schedule for the approval of the Engineer. Residents along the affected streets are to be able to park within reasonable walking distance of their homes. The following requirements shall also apply: (1) business access shall be maintained at all times; (2) no lane closure on arterial streets from 6:00 a.m. to 9:00 a.m. or 4:00 p.m. to 7:00 p.m.; (3) only one lane shall be closed at a time; and (4) no cold planing or AC overlay work on the day before or the scheduled day of trash services.

The Contractor shall utilize a California Registered Engineer to prepare Traffic Control Plans to City's satisfaction, as required, including all required detour plans, advance notices, and road closures.

UTILITY REQUIREMENTS

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 precise 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 prior to any excavation.

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.

AT&T	1265 N. Van Buren St. #180	Anaheim, CA 92807	Vic Perez	714/666-5696
Southern California Edison	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
San Diego Gas & Electric	662 Camino de los Mares	San Clemente, CA 92673	Patti Good	949/361-8047
Moulton Niguel Water District	27500 S. La Paz	Laguna Niguel, CA 92607	Ray McDowell	949/425-2814
El Toro Water District	24251 Los Alisos Boulevard	Lake Forest, CA 92630	Brian Miller	949/837-7050
The Gas Company	1919 S. State College Boulevard, SC 8320	Anaheim, CA 92806	J Garcia	714/634-3056
Cox Communications	29947 Ave de las Banderas	Rancho Santa Margarita, CA 92668	Glen Albios	949/546-2814

In addition, Contractor shall notify the following entities on a continuing basis on the project schedule and impacts to access.

OCTA (Bus Operations)	550 S. Main Street	Orange, CA 92613-1584	Bill Batory	714/560-5912
CR&R (Waste Hauler)	P.O. Box 1100	San Juan Capistrano, CA 92693-1100	A. Quinonez	949/728-0446 Ext.1232
Saddleback Unified School District	25631 Diseno Drive	Mission Viejo, CA 92691	Jeff Starr	949/580-3335

The California Public Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (714) 369-0680 at least 2 working days prior to the start of construction.

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 his 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.

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk. The Contractor, at all times, shall comply with the State General Construction Permit, the NPDES permit issued by the Santa Ana Regional Water Quality Control Board and the NPDES permit issued by the San Diego Regional Water Quality Control Board. The Contractor, if required by Agency, shall prepare a Storm Water Pollution Prevention Plan and shall use Best Management Practices to minimize adverse water quality impacts from the project before initiating construction.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least two (2) hours. Water shall not be allowed to rise unequally against any walls for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such time as water can be allowed to rise in accordance with the above statement. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

The Contractor shall conform all operations to be in compliance with NPDES and shall utilize Best Management Practices for control of all pollutants.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the most recent edition (2012) of the STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated
P.O. Box 3031 Terminal Annex
Los Angeles, California 90051
(310) 202-7775

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Street Maintenance Services Agreement (Appendix I), General Specifications, Special Provisions, and other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the Standard Specifications (May 2006) of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

State of California - Department of Transportation
Central Publication Distribution Unit
6002 Folsom Boulevard
Sacramento, California 95819

References in the Special Provisions to Standard Plans shall mean those specific standard plans as selected by the Engineer from the Standard Plans of the City of Laguna Hills, and where applicable, the APWA Standard Plans for Public Works Construction, latest Edition, the OC Public Works Standard Plans, 2013 Edition, and State Department of Transportation, 2010 Edition.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

CITY OF LAGUNA HILLS
SPECIAL PROVISIONS FOR
STREET MAINTENANCE SERVICES

PART I - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.

1-2 DEFINITIONS. [Add the following]:

Agency/City	- City of Laguna Hills
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Orange
Engineer	- City Engineer
Federal	- United States of America
State	- State of California

2-9 SURVEYING.

2-9.2 Survey Service. [Replace the first two paragraphs with the following]:

The Contractor shall, as may be required, retain the services of a State of California licensed surveyor and shall provide the initial construction staking for the construction to include one set of rough grade stakes, one set of finish grade stakes, and as otherwise required by the Inspector.

The Contractor shall be responsible for the finished work's conforming to the lines, grades, and benchmarks given by the Engineer. The contractor shall establish supplementary benchmarks, elevations, lines, and grades and any other necessary controls which are not established by the Engineer and which are necessary to complete the work.

The cost of surveying and/or construction staking and for replacement of stakes lost for any reason will be the responsibility of the Contractor.

SECTION 5 - UTILITIES

5-1 LOCATION. [Add the following paragraphs]:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

The existence and locations of utilities shown on the drawings have been determined by a search of the available records as provided by the respective utility owner. The exact locations have not been determined by potholing unless so indicated on the drawings. The Contractor shall determine the exact location of all existing utilities

prior to commencing work. He agrees to be fully responsible for any and all damages which may be caused by his failure to exactly locate and preserve any and all underground utilities, whether shown on the plans or not. In the event the Contractor encounters underground utilities not shown on the plans, he shall verify the exact location of the utility and immediately notify the Engineer, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the Contractor shall immediately notify the Engineer as to the extent, if any, of delays or additional costs resulting from said conflict. The Contractor shall perform work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

SECTION 7 - RESPONSIBILTIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES. [Add the following]:

A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-7 COOPERATION AND COLLATERAL WORK. [Add the following]:

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City of Laguna Hills, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the Engineer in the event of a delay in scheduling caused solely by this concurrent work.

7-8 PROJECT SITE MAINTENANCE

7-8.1 Cleanup and Dust Control [Add the following]:

The Contractor shall keep adjacent properties clean and free of rubbish and debris on a daily basis as necessary and as directed by the Engineer.

7-8.8 Refuse, Recycling, and Litter. [Add the following subsection]:

The Contractor shall solely contract with CR&R for all Refuse Services. The Contractor shall place all recyclables into a recycled materials container and ship to

a CR&R approved recycling plant. All green waste shall be sent to a CR&R approved compost facility. Contractor shall maintain records of recycled material volumes and weights for submission to Agency prior to final payment. Contractor shall, on a daily basis, collect and dispose of litter throughout the entire project limits. Payment for this work shall be included in various items of work and no additional compensation shall be allowed.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access. [Add the following paragraph]:

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 notify in writing all affected property owners of the proposed construction schedule a minimum of 72 hours in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. The "Notices" will be furnished by the Contractor.

The existing bus stops shall remain in operation during the project. Contractor shall coordinate with OCTA on bus access and shall safeguard the public's use of these locations. Contractor shall maintain access to all driveways at all times, including, but not limited to, the placement of steel plates to span the construction site and provide access, and work with homeowner's to accommodate special access needs.

7-10.2 Storage of Equipment and Materials in Public Streets. [Replace with the following]:

Contractor is <u>prohibited</u> from storing equipment or materials within a public way, right-of-way, or street. The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case, the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work without compensation. Location of site to be approved by Agency.

The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of

such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.3 Street Closures, Detours, Barricades. [Add the following]:

It shall be the Contractor's responsibility to furnish a detailed detour signing, traffic control, and barricade plan for Agency approval. Detours shall be in accordance with CalTrans standards. The Contractor shall submit detailed drawings of any proposed detour(s) to the Engineer for approval prior to the commencement of work. All traffic control devices, flaggers, labor and materials shall be included. The Contractor shall provide, at his expense, advanced warning signs advising the public of the impending major construction project and his proposed schedule. Said signs shall be posted at all major approaches to the construction zones a minimum of two weeks prior to the start of construction. In addition to a Traffic Control Plan, a Detour Plan shall be prepared and implemented each day to include two (2) changeable message boards with four (4) lines of text to provide advance notice of the construction and the detour plan.

Payment for the above shall be deemed as included in the lump sum price bid for clearing and grubbing and no additional compensation shall be allowed.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each work day. Access to the Citywide bus stops for pedestrians and buses shall be maintained.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work upon Highways.

Special emphasis shall be placed on use of "CONSTRUCTION ZONE AHEAD" (C18R) signs at the beginning, end and any access and/or intersection streets with roads under construction.

Portable delineators shall be placed as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 50 feet on tangents or 25 feet on curves except when used for lane closure.

When used for lane closures, the fluorescent traffic cones or portable delineators shall be placed at intervals not to exceed the following:

Tapers	25 Feet
Edge of Closed Lane	
Tangents	100 Feet
Curves	50 Feet

If the traffic cones or portable delineators are damaged, displaced or not in an upright position, from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

The Contractor shall also be required to post "Temporary No Parking" signs 48 hours prior to start of work. The notification to property owners mentioned in Section 7-10.1 and "Temporary No Parking" signs will be furnished by the Contractor.

Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access.

1. Orange County Sheriff's Department at (949) 707-2645
2. Schools and School Bus Organizations – SVUSD (949) 586-1234
3. CR&R Waste Disposal at (949) 728-0446
4. OCTA stops and zones (714) 560-5912
5. City Engineer
6. Sunset Property Services Street Sweeping at (949) 551-5151

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plans and the Engineer. Signs which need not be maintained during construction or permanently relocated shall be salvaged to the Agency. Traffic lane lines shall be restored with reflective tabs at the end of each day and repainted each seven (7) days. Contractor shall coordinate with the County of Orange, Public Works Striping Crew, for the placement of permanent striping in a timely manner.

Full compensation for conforming to this article shall be considered as included in the lump sum per bid for clearing and grubbing and no additional compensation will be allowed therefore.

7-10.4 Safety

7-10.4.1 Safety Orders [Add the following paragraph]:

The Contractor shall comply with the provisions of any Agency ordinances or 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 lesignate 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 his 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.

In accordance with Section 7104 of the Public Contract Code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

I) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to as Class I, Class II or Class III disposal site in accordance with provisions of existing law.

B. Subsurface or latent physical conditions at the site differing from those indicated.

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.

II) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for,

performance of any part of the work shall issue a change order under the procedures described in the contract.

III) That, in the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

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PART II - CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.1 General. [Add the following]:

Unless otherwise indicated by the Special Provisions, Alternate Rock Material – Type "S" is specified. Part 4, Section 400, of the Standard Specifications for Public Works Construction will be used, as modified by OCPR&RD Standard Plan 1804.

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. [Delete the subsection and add the following]:

Aggregate Base Material shall be class 2 as specified in Caltrans Standard Specifications.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1.2 Concrete Specified by Class and Alternate Class. [Add the following]:

The class of concrete shall be 520-C-2500 with a maximum slump of four (4) inches for all sidewalks, driveways, curbs and gutters. The class of concrete shall be 560-C-3250 or as specified by the Structural Engineer for all foundations. The concrete for the cross-gutters shall be designed for early high strength.

201-1.1.3 Concrete Specified by Special Exposure. [Add the following]:

Test for Portland Cement Concrete

1. All material shall comply with Orange County Standards, 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.

i) Perform air 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.

ii) Furnish copies of field records and test reports as listed for strength tests.

c) Strength Testing:

i) Provide 1 set of 3 test specimens for each 50 cubic yards placed in any one day. Secure samples in accordance with ADTM C31.

ii) Test 1 specimen at 7 days and 2 specimens at 29 days in accordance with ASTM C39.

iii) 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.

201-1.2 Materials

201-1.2.1 Portland Cement. [Replace the first sentence of the first paragraph]:

All cement to be used or finished shall be Type V.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.2 Premolded Joint Filler. [Replace with the following]:

The Contractor shall use ¼" bituminous type expansion joint filler only.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds.

Contractor shall use TYPE II "Hunts" clear curing compound, unless otherwise specified by the Engineer.

SECTION 203 – BITUMINOUS MATERIALS

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.

Note that the asphalt concrete paving shall be a III-C2-PG 64-10 mix for the asphalt concrete overlay placement and a III-B2-PG 64-10 mix for all asphalt concrete placement below the finish surface course. Submit mix designs for approval.

SECTION 207 – PIPE

207-17 PVC PLASTIC PIPE

207-17.1 General [Add the following]

Subdrain pipe shall be 4" nominal with perforations on the bottom of the pipe and covered with a filter fabric sleeve. Contractor shall provide a submittal for approval of this material.

SECTION 210 - PAINT AND PROTECTIVE COATINGS

210-1 PAINT.

210-1.6

210-1.6.1 General. [Replace the following]:

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.

210-1.6.5 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.

SECTION 215 – TRUNCATED DOME PANELS [Add new Section]

215-1.0 General.

Truncated Dome Panels shall comply with the design promulgated by the United States Access Board, or better, and shall be Armor-Tile cast-in-place panels in transit blue color. Submit manufacturer's material product data sheet.

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PART III - 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:

(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 on a daily basis.

(4) Protection of existing plant materials and fencing.

(5) Sediment and erosion control and implementation of Water Quality Best Management Practices.

(6) Protection and maintenance of existing improvements, including but not limited to fencing, storm drains, parking lot, 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. 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 clean up of work site. Daily litter removal. Daily street sweeping. Recycling of waste materials and provisions for refuse containers.

(9) Maintenance of traffic control and all signs, barricades and flashers necessary to maintain proper control.

(10) Notices to property owners, coordination with others, coordination with utility companies, and coordination with County of Orange Public Works Striping Crew.

(11) Traffic control including preparation of a Traffic Control Plan.

(12) Other items of work as directed in these Special Provisions.

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.

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 OF EXISTING PAVEMENT

302-1.12 Measurement and Payment. [Replace 302-1.11 and 302-1.12 with the following].

Bituminous Pavement/PCC Cold Planing shall include edge grinding of 0" to 1" for a 6' wide grind, end of street grinding of 1" depth for a 15' wide transverse grind and bump grinding.

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 OC Public Works 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 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.

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 two (2) inch 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.

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, 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.

Water 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.

302-11 Bituminous Pavement Crack Sealing. [Add new section]:

302-11.1 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.

302-11.2 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.

302-11.3 Material.

The crack sealing material shall be an asphalt cement, aromatic rubber extender oil, and a minimum of 20% powdered rubber by weight combined in such manner as to produce a material with the following properties:

1. WORKABILITY

The material shall pour readily and penetrate large cracks a temperatures below 400° Fahrenheit.

2. CURING

The product shall contain no water or volatile solvents and shall cure immediately upon cooling to a sufficient viscosity to prevent tacking by traffic.

3. LABORATORY EVALUATION

When a sample of the product has been heated at 350° Fahrenheit for two hours, it shall pass the following tests:

Softening Point (R&B) 135° F Min. (ASTM D312)

Flexibility A 1/8" thick specimen of the product conditioned to 10° F shall be capable of being bent to a 90° angle over 1" mandrel without cracking.

The sealer shall be forced into the crack by use of a squeegee. The sealer shall be flush with the existing pavement surface prior to the application of the AC overlay or slurry seal.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. [Add the following paragraph]:

Construction of Portland Cement Concrete curb and gutter, rolled curb, cross gutter, sidewalk, driveway approach, driveways, tree wells, mow curb, and access ramps shall be constructed in accordance with the Contract Documents as modified herein and shall include the removal and replacement of 12" wide by 12" deep by "length of work of PCC" of deep lift AC paving.

Sawcutting, excavation, grading, preparation of subgrade and installation of crushed aggregate base if necessary for the construction of these items shall be included in each corresponding bid item and no additional compensation will be made therefore.

All cement products shall be Type V.

Curing compound shall be Type I conforming to the provisions in Section 201-4, "Concrete Curing Compound," of the Specifications. Contractor shall exercise

caution in using such curing compounds so as to avoid spraying any cars which may be parked adjacent to the work site.

The compensation for the removal of existing sidewalk, curb and gutter, local depression, ramps, driveway approach, driveway, cross-gutter, including removal of tree roots, protection of irrigation, and repair of irrigation damaged by the contractor including sawcutting to construct sidewalk, curb and gutter, curb, driveway approach, driveway, cross-gutter and access ramp with blue truncated dome panels by Armor-Tile, and removal, protection, and reinstallation of bus bench and trash receptacle, if any, shall be included in each corresponding bid item, and no additional compensation shall be allowed.

Contractor shall match existing curb face height and gutter width.

The Contractor shall schedule his operations so that P.C.C. work shall be constructed within forty-eight (48) hours subsequent to removals at any given locations.

As soon as the concrete will allow, strip the forms and trowel smooth the curb face and top. Tool the edges of expansion joints with an approved 1/8 edging tool.

After curing, AC deeplift shall be placed per pave-out detail. Completed curb and gutter, curb, sidewalk, cross-gutter, and driveways shall be protected from damage until accepted.

Concrete curbs, walks, gutters and driveways shall conform to the Standard Specifications as modified by OCPF&RD Standard Plan 1803 and herein.
Prior to acceptance of the curb and gutter constructed by the Contractor, a flow test shall be conducted by the Contractor in the presence of the Engineer. Any new work found to be defective shall be repaired or replaced by the Contractor in accordance with Subsection 303-5.7 of the Standard Specifications.

At select locations of sidewalk removals and replacements, existing drain outlets shall be modified to incorporate a drain grate cover depicted in "Appendix D." The cost for the addition of the drain grate cover shall be included in the unit cost for removal and replacement of sidewalk.

Access ramps shall be constructed in accordance with Caltrans Standard Plan RSP A88A or equivalent, monolithic pour of curb and gutter and ramp, including a back-of-walk retaining curb as directed and as needed, and including cast in place blue truncated dome panels by Armor-Tile.

303-5.2 Forms.

303-5.2.1 Standard Forms. [Add the following]:

1. Use flexible metal, 1" lumber or plywood forms to form radius bends.

2. Install, align and level forms, stake and brace forms in place. Maintain following grade and alignment tolerances.

a) Top of Form: Maximum 1/8" in 10'-0".

b) Vertical Face: Maximum 1/4" in 10'-0".

3. The Contractor shall include all fine grading and compaction with regard to setting forms during concrete placement.

303-5.4 Joints.

303-5.4.1 General. [Add to the first paragraph]:

The surface sidewalks shall be marked into rectangles of not less than 12 square feet nor more than 20 square feet with a scoring tool which will leave the edges rounded or scored to match the adjoining sidewalk.

A monolithic pour of sidewalk and curb and gutter shall not be permitted except at the access ramp locations.

303-5.4.2 Expansion Joints. [Modify second paragraph as follows]:

The expansion joints consisting of premolded Expansion Joint Filler (Bituminous Fiber Type) ¼-inch thick, shall be installed on all curb, gutter, and sidewalk as specified below:

1. At beginnings and ends of all curb and sidewalk returns.

2. Adjacent to walls and buildings at locations where sidewalk is constructed over the full width between the curb and walls.

3. As an alternate to weakened plane joints.

4. At a maximum of twenty (20) feet spacing in the curb and gutter.

5. At any other location where required by the Engineer.

Provide expansion joints using premolded joint filler at concrete work abutting curbs, walks, and other fixed objects.

1. Locate expansion joints as indicated. When not indicated, provide joints at maximum 10'-0" on center for curbs and walks. Align joints in abutting curbs and walks.

2. Install joint fillers full-width and depth of joint. Recess top edge below finished where joint sealants are indicated.

3. Install joint fillers full-width and depth of joint. Provide top edge flush with adjacent finished surface.

4. Provide joint fillers in single lengths for the full slab width, whenever possible. Fasten joint filler sections together when multiple lengths are required.

5. Where intersecting joints occur, joint top edge and continue any spliced joints without deviation of form line or direction.

6. Protect the top edge of the joint filler during concrete placement.

303-7.1 General

The work done under this section is the removal of tree roots under the existing 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.

303-7.1 Root Pruning.

Sidewalk areas which are to be repaired due to tree roots.

1. Cut tree roots along both side of sidewalk, and behind existing sidewalk 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.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 – OPEN TRENCH OPERATIONS

306-1.2 Installation of Pipe

306-1.2.1.1 General [Modify as follows]:

Bedding material shall be crushed aggregate ¾" sieve. Compaction shall be by mechanical means. Jetting is prohibited. Bedding shall be compacted to 95% relative compaction. Installation of the subdrains shall include all trenching, sawcutting, pipe, bedding material, compaction, clean-outs, coring into catch basins, collars, junctions, and final AC trench paving.

APPENDIX D

CITY OF LAGUNA HILLS
LISTING OF ARTERIAL HIGHWAYS/OTHER
MONDAY MORNING INSPECTION LOCATIONS

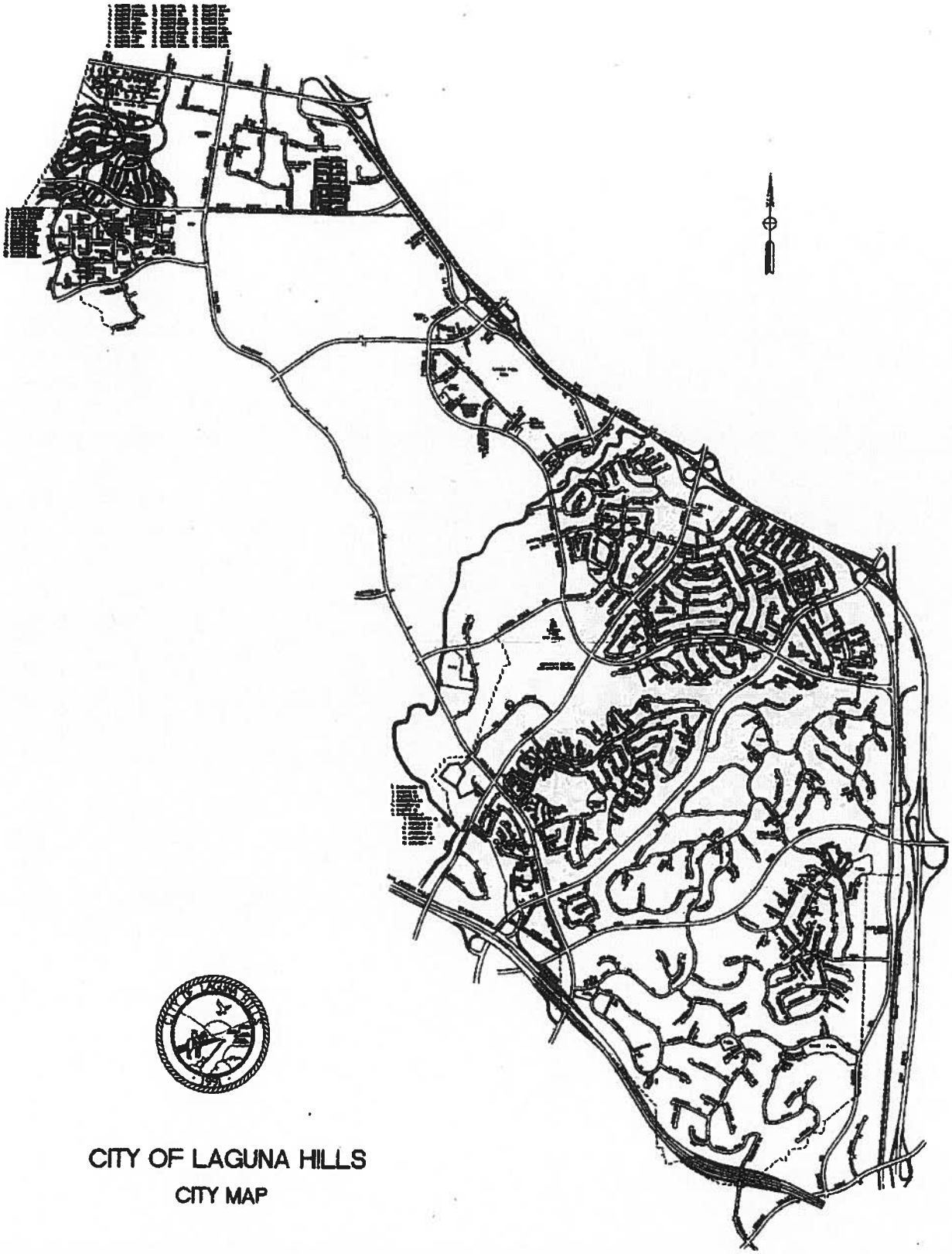
Street	Limits (East-West Oriented Streets)
Alicia Parkway	- East City Limits (I-5) to West City Limits (West of Ramona Street)
El Toro Road	- East City Limits (I-5) to West City Limits (Paseo de Valencia)
Lake Forest Drive	- East City Limits (I-5) to West City Limits (West of Santa Vittoria Dr)
La Paz Road	- East City Limits (I-5) to West City Limits (West of Moulton Pkwy)
Laguna Hills Drive	- Paseo de Valencia to Moulton Parkway
Los Alisos Blvd	- East City Limits (I-5) to Paseo de Valencia
Nellie Gail Road	- Moulton Parkway to Cabot Road
Oso Parkway	- East City Limits (Railroad) to West City Limits (West of Moulton Pkwy)
Ridge Route Drive	- Avenida de la Carlota to Santa Vittoria Drive
San Remo Drive	- Santa Maria Avenue to Santa Vittoria Drive
Santa Maria Ave	- Via Vista to East of Santa Vittoria Drive
Santa Vittoria Drive	- Santa Maria Avenue to Lake Forest Drive

Street	Limits (North-South Oriented Streets)
Aliso Hills Drive	- Alicia Parkway to La Paz Road
Ave de la Carlota	- Lake Forest Drive to Los Alisos Boulevard
Cabot Road	- North of Rapid Falls Road to South City Limit (South of Park Entrance)
Cabot Road	- South of Oso Parkway to La Paz Road
Hidden Trail Road	- Nellie Gail Road to Greenfield Drive
Mill Creek Drive	- Lake Forest Drive to Ridge Route Drive
Moulton Parkway	- North City Limit (Lake Forest Drive) to Santa Maria Avenue
Moulton Parkway	- North of Glenwood to South City Limit (I-73)
Paseo de Valencia	- Avenida de la Carlota to Cabot Road

Drain Inlet Location

25416 Empty Saddle Lane

Street	From	To	Length(mi)	Lanes	Speed Limit
ALICIA PKWY	CL .24M S/MOULTON PK	MOULTON PKWY	0.24	6	45
ALICIA PKWY	MOULTON PKWY	CL@I-5	1.72	6	45
AVE DE LA CARLOTA	LOS ALISOS BLVD	EL TORO RD	0.74	4	40
AVE DE LA CARLOTA	EL TORO RD	PASEO DE VALENCIA	0.12	4	40
AVE DE LA CARLOTA	PASEO DE VALENCIA	LAKE FOREST DR	1.29	4	45
CABOT RD	CL .2M S/RAPID FALLS	RAPID FALLS RD	0.2	4	45
CABOT RD	CL.18M S/OSO PKWY	OSO PKWY	0.18	4	45
CABOT RD	OSO PKWY	NELLIE GAIL RD	0.5	4	45
CABOT RD	NELLIE GAIL RD	LA PAZ RD	0.7	4	45
EL TORO RD	PASEO DE VALENCIA	I-S	0.27	6	35
LA PAZ RD	CL .08W/MERIENDA	PASEO DE VALENCIA	1.62	4	45
LA PAZ RD	PASEO DE VALENCIA	CABOT RD	0.52	4	45
LA PAZ RD	CABOT RD	I-5	0.08	4	45
LAGUNA HILLS DR	MOULTON PKWY	PASEO DE VALENCIA	0.73	4	45
LAKE FOREST DR	CL .08M W/SANTA VITTORIA	MOULTON PKWY	0.65	6	45
LAKE FOREST DR	MOULTON PKWY	CL@I-5	0.5	6	35
LOS ALISOS BLVD	PASEO DE VALENCIA	AVE DE LA CARLOTA	0.27	6	40
LOS ALISOS BLVD	AVE DE LA CARLOTA	CL @I-5	0.2	6	40
MILL CREEK DR	RIDGE RTE DR	LAKE FOREST DR	0.7	2	30
MOULTON PKWY	0.17 N/LAKE FOREST DR	SANTA MARIA AVE	0.82	6	45
MOULTON PKWY	ALICIA PKWY	CL@SR 73	1.55	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		60.08	2	0
	TOTAL CENTERLINE MILES:		82.09		



CITY OF LAGUNA HILLS

CITY MAP

APPENDIX E
CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

Sign Description	Designation	Size	Count	Notes
STREET NAME SIGN	CS 1	STAND	1,091	CITY SPECIAL
LAGUNA MALL PARK & RIDE W/ARROW	CS 10	STAND	3	CITY SPECIAL
NO TRESPASSING WRITTEN PERMISSION OF CITY REQUIRED FOR ENTRY	CS 100	STAND	1	CITY SPECIAL
SYMBOL HANDICAP PARKING ONLY	CS 101	STAND	22	CITY SPECIAL
STRICT ENFORCEMENT CAR RADAR SYMBOL	CS 102	STAND	1	CITY SPECIAL
BUMP AHEAD	CS 103	STAND	2	CITY SPECIAL
ADVANCE INTRSCTN-RT APRCH+LT	CS 104	STAND	2	CITY SPECIAL
SHEEP HILLS PARK ACCESS W ARROW	CS 105	STAND	1	CITY SPECIAL
1000 FT AHEAD	CS 109	STAND	1	CITY SPECIAL
NO PARKING IN AREAS MARKED AS FIRE LANE	CS 11	STAND	3	CITY SPECIAL
WARNING COYOTES AND OTHER ANIMALS ARE IN THE AREA	CS 114	STAND	1	CITY SPECIAL
SIDEWALK ENDS 425 FT	CS 118	STAND	1	CITY SPECIAL
TRAIL NARROWS	CS 12	STAND	43	CITY SPECIAL
LANE ENDS MERGE LEFT	CS 120	STAND	1	CITY SPECIAL
TREE CITY USA	CS 125	STAND	5	CITY SPECIAL
FOR ACCESS CALL # CITY OF LAGUNA HILLS	CS 126	12X18	3	CITY SPECIAL
NO DUMPING LHMC 5-32.060	CS 13	STAND	20	CITY SPECIAL
WAYFINDING - OVERSIZED SIGNS	CS 134	STAND	52	CITY SPECIAL
TRESPASS,LOITERNG PROHIBITED BY LAW	CS 14	STAND	13	CITY SPECIAL
LT-LT-TH-RT	CS 145	30X48	1	CITY SPECIAL
CABOT RD RT TURN	CS 146	24X30	1	CITY SPECIAL
LEFT LANE TURNS LEFT AHEAD	CS 147	36X36	1	CITY SPECIAL
TH TH RT RT	CS 15	STAND	2	CITY SPECIAL
END BIKE LANE / BEGIN BIKE TRAIL	CS 16	STAND	1	CITY SPECIAL
BUS EXEMPT	CS 17	STAND	16	CITY SPECIAL
TH TH TH TH+RT	CS 18	STAND	2	CITY SPECIAL
LT TH TH TH TH+RT	CS 19	STAND	1	CITY SPECIAL
LOCAL ACCESS ONLY	CS 20	STAND	2	CITY SPECIAL
NEIGHBORHOOD WATCH W/SYMBOL	CS 21	STAND	133	CITY SPECIAL
BIKE SYMBOL (BROWN SIGN)	CS 22	STAND	1	CITY SPECIAL
AUTHORIZED VEHICLES (BROWN)	CS 23	STAND	1	CITY SPECIAL
STRICT ENFORCEMENT BIKE RADAR SYMBOL	CS 24	STAND	8	CITY SPECIAL
STRICT ENFORCEMENT AREA	CS 25	STAND	9	CITY SPECIAL
8AM TO 9AM / 2PM TO 3PM	CS 26	24X18	2	CITY SPECIAL
TH TH RT RT	CS 27	STAND	2	CITY SPECIAL
LEFT ARROW BTWN ISLANDS SYMBOL	CS 29	24X30	2	CITY SPECIAL
LT LT LT RT	CS 30	STAND	1	CITY SPECIAL
WATCH THRU TRAFFIC	CS 31	STAND	3	CITY SPECIAL

APPENDIX E
CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

LT TH RT	CS 32	STAND	9	CITY SPECIAL
NO PKNG-COMMERCIAL VEH OVER 5 TONS	CS 33	STAND	12	CITY SPECIAL
ADVANCE INTRSCTN-CROSS +RT APPROACH	CS 34	STAND	2	CITY SPECIAL
LT+RT RT I-S ADVANCE LANE NOTICE	CS 35	STAND	1	CITY SPECIAL
ADVANCE INTRSCTN-LT APRCH +RT APRCH	CS 36	30X30	3	CITY SPECIAL
LT RT RT	CS 37	STAND	1	CITY SPECIAL
NO PARKING ENTIRE BLOCK EXCEPT BY PERMIT L.H.M.C.11-24.090	CS 38	18X24	48	CITY SPECIAL
NO STOPPING ANYTIME ENTIRE BLOCK	CS 39	18X24	2S3	CITY SPECIAL
PARKING PROHIBITED TIME/SIZE	CS 4	STAND	39	CITY SPECIAL
NO PARKING ANYTIME ENTIRE BLOCK	CS 40	18X24	191	CITY SPECIAL
LOADING ZONE & UNLOADING ZONE	CS 41	STAND	7	CITY SPECIAL
AUTO POST	CS 42	STAND	S1	CITY SPECIAL
CABOT PARK REGULATIONS	CS 43	STAND	4	CITY SPECIAL
NO MOTOR VEHICLES INCLUDING MOTOR	CS 44	STAND	21	CITY SPECIAL
U TURNS OK	CS 45	STAND	4	CITY SPECIAL
END PLATE RED ON WHITE 12X6	CS 46	STAND	11	CITY SPECIAL
BEGIN PLATE RED ON WHITE 12X6	CS 47	STAND	11	CITY SPECIAL
NO PARKING IN RED ZONE FIRE LANE TOW-AWAY OR CITATION	CS 48	STAND	11	CITY SPECIAL
WATCH FOR PEDESTRIANS	CS 49	STAND	1	CITY SPECIAL
LAGUNA HILLS MALL W/ARROW	CS 5	STAND	6	CITY SPECIAL
STOCKPORT PARK NO SKATEBOARDING CABOT PARK	CS 50	STAND	1	CITY SPECIAL
DO NOT USE WHEN FLOODED	CS S1	STAND	5	CITY SPECIAL
DRUG FREE ZONE	CS 52	STAND	2	CITY SPECIAL
SCHOOL CLUSTER SPEED LIMIT 2S	CS 54	24X48	34	CITY SPECIAL
NO PARKING IN RED ZONE FIRE LANE	CS 56	STAND	10	CITY SPECIAL
FIRE LANE NO PARKING TOW AWAY ZONE	CS S7	STAND	14	CITY SPECIAL
PASSENGER LOADING ZONE	CS 58	STAND	1	CITY SPECIAL
RIGHT 2 LANES MUST TURN RIGHT	CS 59	STAND	3	CITY SPECIAL
BUS LOADING ZONE	CS 6	STAND	1	CITY SPECIAL
BIKES USE SIDEWALK 300 FT.	CS 60	12X18	1	CITY SPECIAL
BIKES USE SIDEWALK (ARROW)	CS 61	12X18	1	CITY SPECIAL
FIRE STATION	CS 62	STAND	2	CITY SPECIAL
FIRE TRUCK SYMBOL	CS 63	STAND	3	CITY SPECIAL
6:30 AM 9:30AM	CS 66	STAND	1	CITY SPECIAL
20 MINUTE PARKING ZONE LT ARROW	CS 68	STAND	1	CITY SPECIAL
20 MINUTEPARKING ZONE RT ARROW	CS 69	STAND	1	CITY SPECIAL
WATCH FOR MAINTENANCE VEHICLES	CS 7	STAND	3	CITY SPECIAL
CUL-DE-SAC AHEAD	CS 70	STAND	1	CITY SPECIAL

APPENDIX E
CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

NO THROUGH TRAFFIC	CS 71	STAND	1	CITY SPECIAL
RADAR ENFORCED	CS 74	STAND	3	CITY SPECIAL
NO PARKING WEDNESDAY STREET SWEEPING DAY W/ TIME	CS 75	STAND	9	CITY SPECIAL
1 HOUR LOAD+UNLOADW/LT ARROW	CS 76	STAND	1	CITY SPECIAL
1 HOUR LOAD=UNLOAD W/RT ARROW	CS 77	STAND	1	CITY SPECIAL
NOTICE NO PARKING IN AREAS MARKED AS FIRE LANE	CS 79	STAND	0	CITY SPECIAL
BIKE EQUEST PED TRAIL -REGULATIONS	CS 8	STAND	2	CITY SPECIAL
NO PARKING FIRE LANE	CS 80	STAND	9	CITY SPECIAL
WATCH DOWNHILL SPEED	CS 82	STAND	2	CITY SPECIAL
COMMUNITY CENTER DR REGULATIONS	CS 83	STAND	2	CITY SPECIAL
TRAIL MAYBE SLIPPERY WHEN WET	CS 84	STAND	2	CITY SPECIAL
NO PARKING TUESDAY THIS TRACT 8-12PM STREET SWEEPING DAYS	CS 85	STAND	2	CITY SPECIAL
CAUTION VERTICAL CLEARANCE HEIGHT LIMIT 15'3"	CS 87	STAND	1	CITY SPECIAL
15' 3" BRIDGE HEIGHT WITH ARROWS	CS 88	STAND	1	CITY SPECIAL
DISTANCE PLATE 1500 FEET AHEAD	CS 89	STAND	1	CITY SPECIAL
LEFT OR U TURN ON LEFT ARROW ONLY	CS 9	STAND	1	CITY SPECIAL
CAUTION TRAIL MAYBE SLIPPERY WHEN WET	CS 90	STAND	0	CITY SPECIAL
NO PARKING THURS THIS TRACT 8-12 PM ON STREET SWEEPING DAY W/ TIME	CS 93	18X24	4	CITY SPECIAL
NO PARKING MONDAY THIS TRACT 8-12P MON STREET SWEEPING DAY W/ TIME	CS 94	18X24	6	CITY SPECIAL
NO PARKING TUESDAY THIS TRACT 8-12PM ON SWEEPING DAY W/TIME	CS 95	18X24	1	CITY SPECIAL
DISTANCE PLATE 225 FEET AHEAD	CS 97	STAND	1	CITY SPECIAL
SIDEWALK ENDS 200 FEET AHEAD	CS 98	STAND	1	CITY SPECIAL
NO PARKING ENTIRE BLOCK EXCEPT BY PERMIT TEMPORARY RES 2003-28-3	CS 99	STAND	3	CITY SPECIAL
S 18 COUNTY ROUTE MARKER	CS 116	STAND	1	GUIDE
S 19 COUNTY ROUTE MARKER	CS 117	STAND	1	GUIDE
BIKE SYMBOL BIKE ROUTE (GREEN)	D 11-1	24x18	30	GUIDE
STREET NAME SIGN (ADVANCE NOTICE)	D 3	STAND	44	GUIDE
PARKING SIGN W/ARROW	D 4-1	STAND	0	GUIDE
HOSPITAL SYMBOL	D 9-2	STAND	7	GUIDE
I-5 NORTH BOUND ON RAMP	G 20-1	LARGE	4	GUIDE
LANE DESTINATION	G 21-1	STAND	1	GUIDE
HOSPITAL SYMBOL W/MESSAGE	G 66-16	STAND	6	GUIDE
FREEWAY INT. 2 LANE CROSS STREET	G 77-1	STAND	1	GUIDE

APPENDIX E
CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

TOLL ROAD 73	G 78-1	STAND	5	GUIDE
DESTINATION & STREET NAME W/ARROW	G 8-1	STAND	3	GUIDE
FREEWAY DIRECTIONAL SIGN W/ARROW	G 85-1	STAND	8	GUIDE
PARK & RIDE	G 95A	STAND	1	GUIDE
INTERSTATE HIGHWAY SIGN	M 1-1	STAND	15	GUIDE
COUNTY ROUTE MARKER	M 1-6	STAND	3	GUIDE
NORTH	M 3-1	STAND	2	GUIDE
SOUTH	M 3-3	STAND	11	GUIDE
BEGIN	M 4-11	STAND	3	GUIDE
DIRECTIONAL ARROW ALISO VIEJO	M 4-5	STAND	1	GUIDE
END	M 4-6	STAND	1	GUIDE
DIRECTIONAL ARROW LEFT AND RIGHT	M 6-1	STAND	6	GUIDE
DIRECTIONAL ARROW DIAGONAL RIGHT-UP	M 6-2	STAND	7	GUIDE
DIRECTIONAL ARROW UP	M 6-3	STAND	2	GUIDE
DIRECTIONAL ARROW LEFT OR RIGHT	M 6-4	STAND	3	GUIDE
CAMPGROUND SYMBOL	RM-010	STAND	1	GUIDE
RT RT ARROWS	CS 106	30X30	2	REGULATORY
TH TH TH RT	CS 110	STAND	2	REGULATORY
TH TH TH TH+RT	CS 111	STAND	2	REGULATORY
MOTORIZED VEHICLES PROHIBITED ON TRAIL LHMC 8-07.160	CS 113	12X18	4	REGULATORY
KEEP CLEAR DO NOT BLOCK FIRE STATION	CS 115	STAND	1	REGULATORY
NO PARKING 8AM TO 12 PM TUESDAY STREET SWEEPING	CS 119	18X24	4	REGULATORY
NO PARKING EXCEPT BY PERMIT L. H. RES NO. 2007-04-10-3	CS 122	18X24	6	REGULATORY
NO PARKING WEDNESDAY THIS TRACT 12PM-4PM ON SWEEPING DAY	CS 127	18X24	4	REGULATORY
LT-RT-RT	CS 128	30X48	2	REGULATORY
NO PARKING EXCEPT BY PERMIT L.H.M.C.11-24.090	CS 129	18X24	3	REGULATORY
WHEN CHILDREN ARE PRESENT	CS 131	12X24	1	REGULATORY
SCHOOL	CS 132	12X24	1	REGULATORY
FIRE LANE NO PARKING NEXT TO ISLAND L.H.M.C. S-16.010	CS 133	12X18	32	REGULATORY
NO PARKING ENTIRE BLOCK EXCEPT BY PERMIT RES 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

APPENDIX E
CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

LT+RT RT-RT	CS 142	42X48	2	REGULATORY
LT-LT-LT-TH-TH	CS 144	42X78	1	REGULATORY
NO TURN ON RED	R 10-11	LARGE	7	REGULATORY
TURNING TRAFFIC MUST YEILD TO PEDESTRIANS	R 10-15	24X30	1	REGULATORY
TURNING TRAFFIC MUST YIELD TO PEDESTRIANS	R 10-51	STAND	1	REGULATORY
DO NOT BLOCK INTERSECTION	R 10-7	STAND	7	REGULATORY
STOP SIGN	R 1-1	30X30	289	REGULATORY
ONE WAY - DO NOT ENTER	R 11C	STAND	1	REGULATORY
3 WAY	R 1-3	6X12	11	REGULATORY
NO RIGHT TURN ON RED	R 13A	STAND	4	REGULATORY
ALL-WAY	R 1-4	STAND	7	REGULATORY
NO RIGHT TURN	R 16B	STAND	6	REGULATORY
NO LEFT TURN	R 17B	STAND	12	REGULATORY
RIGHT LANE MUST EXIT	R 18A	STAND	1	REGULATORY
SPEED LIMIT 15 MPH	R 2(15)	STAND	2	REGULATORY
SPEED LIMIT 25 MPH	R 2(2S)	24X30	189	REGULATORY
SPEED LIMIT 30 MPH	R 2(30)	24X30	46	REGULATORY
SPEED LIMIT 35 MPH	R 2(35)	24X30	28	REGULATORY
SPEED LIMIT 40 MPH	R 2(40)	24X30	35	REGULATORY
SPEED LIMIT 45 MPH	R 2(45)	24X30	88	REGULATORY
SPEED LIMIT 50 MPH	R 2(50)	24X30	6	REGULATORY
SPEED LIMIT 55 MPH	R 2(5S)	24X30	2	REGULATORY
OVER 5 TONS	R 20D-1(5)	STAND	2	REGULATORY
SPEED LIMIT 50 MPH	R 2-1	STAND	15	REGULATORY
3S ZONE AHEAD	R 2-4(35)	STAND	1	REGULATORY
REDUCED SPEED AHEAD	R 2-5	36X48	4	REGULATORY
NO PARKING ANYTIME	R 26	12X18	239	REGULATORY
NO STOPPING ANYTIME	R 26(S)	12X18	273	REGULATORY
NO PARKING ANYTIME/ARROW	R 26A	12X18	2	REGULATORY
NO STOPPING ANYTIME	R 26A(S)	LARGE	15	REGULATORY
NO PARKING EXPT BY PERMIT	R 26B	STAND	6	REGULATORY
NO PARKING HERE TO CORNER W/LEFT ARROW	R 26CL	12X18	8	REGULATORY
NO PARKING HERE TO CORNER W/RIGHT ARROW	R 26CR	12X18	5	REGULATORY
SUPP.PLATE-SPEC.TIME/LOC.	R 26E	STAND	14	REGULATORY
NO STOPPING FIRE LANE	R 26F	12X18	4	REGULATORY
NO STOPPING ANYTIME-ARROW LEFT	R 28(S)LT	12X18	60	REGULATORY
NO STOPPING ANYTIME-ARROW RIGHT	R 28(S)RT	12X18	52	REGULATORY
NO PARKING ANYTIME-ARROW LEFT	R 28-LT	12X18	78	REGULATORY
NO PARKING ANYTIME-ARROW RIGHT	R 28-RT	12X18	114	REGULATORY

APPENDIX E
CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

NO PARKING W/TIMES	R 30	12X18	21	REGULATORY
BEGIN PLATE	R 30A	12X6	4	REGULATORY
NO PARKING W/TIMES+ARROW	R 30A(LT)	12X18	S	REGULATORY
NO PARKING W/TIMES + ARROW	R 30A(RT)	12X18	S	REGULATORY
NO RIGHT TURN SYMBOL	R 3-1	STAND	3	REGULATORY
NO STOPING W/TIMES-PARK DURATION	R 31(S)	STAND	0	REGULATORY
NO LEFT TURN/NO U-TURN SYMBOL	R 3-18	STAND	34	REGULATORY
NO LEFT TURN SYMBOL	R 3-2	24X24	32	REGULATORY
NO U-TURN SYMBOL	R 3-4	STAND	63	REGULATORY
NO U-TURN	R 34A	STAND	2	REGULATORY
DIRECTNL ARROW R T-ONLY	R 3-S	STAND	1	REGULATORY
COMMERCIAL VEHICLES PROHIBITED OVER S TONS	R 36	24X24	5	REGULATORY
ARROWS THRU-RT	R 3-6	STAND	1	REGULATORY
TOW-AWAY NO STOP/PARK W/TIMES	R 37	12X18	1	REGULATORY
RIGHT LANE MUST TURN RIGHT	R 3-7	30X30	94	REGULATORY
RIGHT TURN ONLY	R 3-RS	30X30	92	REGULATORY
DO NOT PASS	R 4-1	STAND	2	REGULATORY
KEEP RIGHT SYMBOL	R 4-7	24X30	221	REGULATORY
NO DUMPING ALLOWED	R 47A	STAND	1	REGULATORY
UNLAWFUL TO LITTER ON HWY	R 47SP	STAND	0	REGULATORY
SPEED ENFORCED BY RADAR	R 48	30X30	32	REGULATORY
KEEP LEFT SYMBOL	R 4-8	STAND	1	REGULATORY
RADAR ENFORCED	R 48-1	STAND	5	REGULATORY
NO PEDESTRIAN CROSSING	R 49	STAND	37	REGULATORY
DO NOT ENTER	R S-1	STAND	1S	REGULATORY
PEDESTRIANS PROHIBITED	R S-10C	STAND	1	REGULATORY
WRONG WAY	R S-1A	STAND	3	REGULATORY
NO TRUCKS SIGN SYMBOL	R S-2	STAND	2	REGULATORY
RIGHT TURN ONLY	R S9-2	STAND	1	REGULATORY
THRU+RT	R 60A	STAND	1	REGULATORY
ARROWS (LT+RT)	R 60B	STAND	1	REGULATORY
ONE WAY (ARROW SHAPED)	R 6-1	18X24	1S8	REGULATORY
ARROWS ¦LT + ¦RT	R 61- 0	STAND	1	REGULATORY
ARROWS ¦LT+TH ¦TH+RT	R 61(2)A	STAND	1	REGULATORY
ARROWS ¦LT ¦LT+RT¦RT ¦	R 61(3)A	STAND	1	REGULATORY
ARROWS ¦LT ¦TH ¦RT ¦	R 61(3)B	STAND	1	REGULATORY
ARROWS LT:LT:TH:RT	R 61(4)E	STAND	3	REGULATORY
ARROWS ¦LT ¦LT+TH ¦NO U TURN	R 61-1.1	STAND	2	REGULATORY
ARROWS ¦LT+RT ¦RT ¦	R 61-11	STAND	2	REGULATORY
ARROWS ¦LT ¦RT ¦	R 61-19	STAND	8	REGULATORY
ARROWS ¦LT ¦LT+RT ¦RT ¦	R 61-26	STAND	3	REGULATORY

APPENDIX E
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

APPENDIX E
CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

OBJECT MARKER	TYPE K	UNKWN	52	WARNING
OBJECT MARKER	TYPE L	STAND	68	WARNING
OBJECT MARKER RED	TYPE N-2	STAND	23	WARNING
OBJECT MARKER YELLOW	TYPE N-3	STAND	66	WARNING
OBJECT MARKER YELLOW 9 REFLECTORS	TYPE N-4	STAND	1	WARNING
OBJECT MARKER RED 9 REFLECTORS RED	TYPE N-5	STAND	7	WARNING
OBJECT MARKER YELLOW	TYPE-N	STAND	319	WARNING
WATCH OPP. TRAFFIC	W 100C	STAND	1	WARNING
TURN LEFT ARROW	W 1-1	STAND	16	WARNING
BICYCLE SYMBOL	W 11-1	STAND	6	WARNING
PEDESTRIAN SYMBOL	W 11-2	STAND	1	WARNING
EQUESTRIAN SYMBOL	W 11-7	30x30	103	WARNING
EQUESTRIAN TRAIL	W 11-7P	STAND	2	WARNING
RIGHT LANE DROP SYMBOL	W 11R	36X36	3	WARNING
LEFT CURVE ARROW	W 1-2	STAND	S	WARNING
VERTICAL CLEARANCE 14'10"	W 12-2P	STAND	2	WARNING
SPECIAL CURVE ARROW W/ADVIS. SPEED	W 1-2A	STAND	3	WARNING
35 MPH ADVISORY SPEED	W 13-1	STAND	2	WARNING
REVERSE CURVE	W 1-4	STAND	1	WARNING
NO OUTLET	W 14-2	30X30	9	WARNING
ARROW LT OR RT ---->	W 1-6	STAND	1	WARNING
SHARE THE ROAD	W 16-1P	STAND	1	WARNING
DOWN ARROW	W 16-7P	STAND	5	WARNING
AHEAD	W 16-9P	STAND	14	WARNING
STOP AHEAD	W 17	STAND	0	WARNING
ARROW LT+RT <--->	W 1-7	18X36	83	WARNING
CHEVRON	W 1-8	24x30	21	WARNING
+ INTERSECTION	W 2-1	STAND	2	WARNING
T INTERSECTION APPROACH (RIGHT OR LEFT)	W 2-2	30X30	65	WARNING
T INTERSECTION	W 2-4	STAND	15	WARNING
DIVIDED ROAD	W 25B	STAND	2	WARNING
DIVIDED HIGHWAY ENDS	W 26B	STAND	1	WARNING
END	W 31	STAND	2	WARNING
STOP AHEAD SYMBOL	W 3-1	STAND	54	WARNING
ROAD ENDS 300 FEET	W 31A	STAND	3	WARNING
ROAD ENDS 500 FEET	W 31B(500)	36X36	2	WARNING
SIGNAL AHEAD SYMBOL	W 3-3	36X36	112	WARNING
SIGNAL AHEAD	W 3-3A	30X30	11	WARNING
SPEED REDUCTION	W 3-5 (40)	LARGE	2	WARNING
TURN RIGHT ARROW	W 3-RT	STAND	14	WARNING

APPENDIX E
CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

MERGING ARROW LEFT	W 4-1	STAND	1	WARNING
LEFT LANE DROP SYMBOL	W 4-2	STAND	6	WARNING
ADDED LANE SYMBOL	W 4-3	STAND	1	WARNING
RT TURN ARROW W/1S MPH ADIVIS.SPEED	W 4-4R(15	STAND	1	WARNING
HORSE XING SIGN (LETTERS)	W 4SB	24X12	43	WARNING
MERGE RIGHT	W 4-6	30X30	1	WARNING
THRU TRAFFIC MERGE LEFT OR RIGHT	W 4-7	STAND	2	WARNING
NOT A THROUGH ST/ROAD	W 53	STAND	83	WARNING
PEDESTRIAN CROSSING SYMBOL	W 54	STAND	12	WARNING
PED XING	W S4B	STAND	2	WARNING
ARROW LT OR RT ---->	W 57	STAND	30	WARNING
RIGHT CURVE ARROW	W 5-RT	STAND	4	WARNING
1S MPH ADVISORY SPEED	W 6(15)	STAND	23	WARNING
25 MPH ADVISORY SPEED	W 6(25)	STAND	4	WARNING
30 MPH ADVISORY SPEED	W 6(30)	STAND	2	WARNING
DIVIDED HIGHWAY ENDS SYMBOL	W 6-2	STAND	1	WARNING
TWO WAY TRAFFIC SYMBOL	W 6-3	STAND	1	WARNING
SCHOOL CROSSING SYMBOL	W 66	STAND	11	WARNING
SCHOOL XING	W 66A	STAND	12	WARNING
ARROW-ANGLED DOWN EQUESTRIAN	W 6-7P	21X15	48	WARNING
HILL SYMBOL	W 7-1	STAND	1	WARNING
RIGHT LANE TURNS RIGHT AHEAD	W 73A	30x30	1	WARNING
THROUGH TRAFFIC MERGE LEFT	W 74-LT	36X36	20	WARNING
LANE ENDS MERGE LEFT	W 75-LT	STAND	8	WARNING
LANE ENDS MERGE RIGHT	W 7S-RT	STAND	3	WARNING
WATCH OUT FOR BIKE	W 79A	STAND	2	WARNING
XING	W 80	24X12	8	WARNING
DIP	W 8-2	STAND	1	WARNING
RIGHT LANE ENDS	W 9-1	36X36	1	WARNING

TOTAL SIGNS IN INVENTORY: 7107

APPENDIX F

CITY OF LAGUNA HILLS

SUMMARY INVENTORY OF STRIPING, LEGENDS MARKINGS

COLOR	CATEGORY	DESCRIPTION	RECORD COUNT	LENGTH (LF)
BLUE	CURB	CURB PAINT	1	
BLUE	STD PLAN 1416	CROSSWALK BLUE LADDER	1	
BLUE	SYMBOL	ACCESSIBLE PARKING SYMBOL	23	
RED	CURB RED	CURB PAINT	57	7,295
WHITE	ARROW	BIKE ARROW	106	
WHITE	ARROW	DROP ARROW TYPE VI	50	
WHITE	ARROW	LT TURN ARROW TYPE IV	476	
WHITE	ARROW	RT TURN ARROW TYPE IV	187	-
WHITE	ARROWS	LEFT+THRU ARROWS TYPE VII	14	-
WHITE	ARROWS	RT+THRU ARROWS TYPE VII	16	-
WHITE	ARROWS	STRAIGHT ARROW TYPE I-2	24	-
WHITE	CURB	CURB PAINT	3	200
WHITE	CURB	CURB PAINT	1	100
WHITE	DETAIL 22	NO PASSING ZONE TWO DIRECTION	9	2,777
WHITE	DETAIL 27	LEFT EDGE DOUBLE YELLOW	2	180
WHITE	DETAIL 27B	EDGELINE WHITE	2	843
WHITE	DETAIL 29	MEDIAN ISLANDS	1	15
WHITE	DETAIL 37	LANE DROP	15	2,900
WHITE	DETAIL 38	CHANNELIZING LANE WHITE	38	8,773
WHITE	DETAIL 38B	TURN POCKET LINE	323	57,691
WHITE	DETAIL 38B/38C	CHANNELIZING LANE WHITE	2	165
WHITE	DETAIL 39	BIKE LANE LINE	131	87,847
WHITE	DETAIL 39A	BIKE LANE-SKIP	118	24,680
WHITE	DETAIL 40	LANE LINE EXTENSIONS THRU INTERSECTIONS	57	5,710
WHITE	DETAIL 9	WHITE LANELINES SKIP	308	245,596
WHITE	LIMIT LINE	STOP LIMIT LINE	225	-
WHITE	NUMBERALS	15	2	-
WHITE	NUMBERALS	25	72	-
WHITE	NUMBERALS	25 OVERSIZED	8	-
WHITE	NUMBERALS	30	6	-
WHITE	NUMBERALS	40	2	-
WHITE	RUMBLE STRIP	RUMBLE STRIP	10	-
WHITE	SOLID	50' SOLID WHITE LANE LINE	526	29,455
WHITE	SOLID	50' SOLID YELLOW LANE LINE	2	208
WHITE	SOLID	PARKING "T"	14	-
WHITE	STD PLAN 1416	CROSSWALK WHITE	149	-
WHITE	SYMBOL	CHEVRON VARIABLE LENGTHS	202	-
WHITE	WORDS	AHEAD	147	
WHITE	WORDS	BIKE	111	-
WHITE	WORDS	BUMP	3	
WHITE	WORDS	CLEAR	21	-
WHITE	WORDS	EL	1	
WHITE	WORDS	FWY	12	-
WHITE	WORDS	HORSE	31	-
WHITE	WORDS	KEEP	21	-
WHITE	WORDS	LANE	106	-
WHITE	WORDS	LEFT	2	-
WHITE	WORDS	NB	2	
WHITE	WORDS	NO	1	-
WHITE	WORDS	ONLY	22	-
WHITE	WORDS	SB	3	
WHITE	WORDS	SCHOOL	4	-
WHITE	WORDS	SIGNAL	100	

APPENDIX F

CITY OF LAGUNA HILLS

SUMMARY INVENTORY OF STRIPING, LEGENDS MARKINGS

WHITE	WORDS	SLOW	1	-
WHITE	WORDS	STOP	262	
WHITE	WORDS	TORO	1	
WHITE	WORDS	TURN	1	-
WHITE	WORDS	XING	32	
WHITE	YIELD LINES	YIELD LINE	13	-
YELLOW	CURB YELLOW	RAISE CENTER MEDIAN CURB PAINTING	3	76
YELLOW	DETAIL 2	YELLOW SKIP CENTERLINES	17	5,457
YELLOW	DETAIL 22	NO PASSING ZONE TWO DIRECTION	165	53,797
YELLOW	DETAIL 22/23	DOUBLE YELLOW	63	7,355
YELLOW	DETAIL 23	TYPE AY	1	50
YELLOW	DETAIL 25	LEFT SINGLE YELLOW	1	70
YELLOW	DETAIL 27	LEFT EDGE DOUBLE YELLOW	35	5,970
YELLOW	DETAIL 29	MEDIAN ISLANDS	92	32,060
YELLOW	DETAIL 32	2 WAY LT TURN LANE	11	4,055
YELLOW	DETAIL 41	CENTER LINE YELLOW EXTENSIONS THRU INTERSECTIONS	1	100
YELLOW	DETAIL 6	YELLOW LANELINES	6	2,331
YELLOW	SOLID	50' SOLID WHITE LANE LINE	4	50
YELLOW	SOLID	50' SOLID YELLOW LANE LINE	29	1,625
YELLOW	SOLID	YELLOW	3	171
YELLOW	STD PLAN 1416	CROSSWALK YELLOW	32	-
YELLOW	STD PLAN 1416	CROSSWALK YELLOW LADDER	2	
YELLOW	SYMBOL	CHEVRON VARIABLE LENGTHS	24	-
YELLOW	WORDS	AHEAD	2	-
YELLOW	WORDS	SCHOOL	19	
YELLOW	WORDS	SLOW	10	-
YELLOW	WORDS	XING	9	-

SUMMARY:

NUMBER OF WHITE LEGENDS = ARROWS:	873	
NUMBER OF WHITE LEGENDS = WORDS:	884	
NUMBER OF WHITE LEGENDS = NUMERALS:	90	
LENGTH OF WHITE STRIPING IN LINEAR FEET:		466,840
NUMBER OF CURB PAINTING LOCATIONS = ALL COLORS:	66	
NUMBER OF WHITE CROSSWALK LOCATIONS:	149	
NUMBER OF ON-STREET PARKING T LOCATIONS:	14	
NUMBER OF HANDICAP SYMBOL BLUE LOCATIONS:	23	
NUMBER OF WHITE STOP LIMIT LINES OR YIELD LINE LOCATIONS:	238	
NUMBER OF WHITE CHEVRON LOCATONS:	202	
NUMBER OF RUMBLE STRIP LOCATIONS:	10	
NUMBER OF YELLOW LEGENDS = WORDS:	40	
NUMBER OF YELLOW CROSSWALK LOCATIONS:	34	
NUMBER OF YELLOW CHEVRON LOCATIONS:	24	
LENGTH OF YELLOW STRIPING IN LINEAR FEET:		113,167

APPENDIX G

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	

APPENDIX G

CITY OF LAGUNA HILLS
STORM PATROL V-DITCHES/DRAIN INLETS

BEFORE STARTING LIST; DRIVE ARTERIALS CHECKING DEBRIS GRATES INLETS

ID#	Location	Type	M. P.
1	Cabot Road 25352 1700 feet South of La Paz Road East side at the Rail Road tracks	inlet @ Rail Road tracks	922-A3
2	Oso Pkwy 1300 feet (.25 mile) West of Cabot Road North side of trail	inlet	922-A4
3	Oso Pkwy 2100 feet (.40) mile West of Cabot Road North side of trail (adjacent to signal ahead flashing lights)	inlet	922-A4
4	Oso Pkwy 1100 feet (.20) mile West of Bridlewood North side of trail (remove debris as needed)	inlet	921-J5
5	Empty Saddle 25412 check drain outlet and inlets haul away debris in inlet; open drain pipe for drainage	inlet-outlet	921-J6
6	Lost Colt 27212 behind home use horse trail for access (along trail and back lot)	inlets (2)	921-H6
7	Moulton Pkwy 135 feet south of Nellie Gail road use horse trail	bird cage Inlet	921-H6
8	Nottingham 100 feet south of Oso Pkwy West side	inlets	921-J5
9	La Paz Road 300 feet East of Charlton North side at under-crossing	inlet	921-H5
10	Alameda Av. 200 feet North of La Paz Road	36 inch inlet	921-H4
11	Paseo de Valencia behind Ralph's Market Southwest corner	inlet grate	921-G3
12	Largo Drive 24792 behind home access use slope behind Ralph's Market	18 and 36 inch inlets	921-H3
13	Largo Drive 24852 next to home East side of home	inlet	921-H3
14	Marin Ct. 24996 behind home use El Conejo Park for access	inlet	921-H3
15	Aliso Hills Channel (J05) 60 feet down stream of Via Lomas next to the bike trail	inlet grate under-crossing	921-G3
16	Via Lomas behind lot # 7 back behind of slope	inlet	921-G3
17	Alicia Pkwy 425 feet East of Via Lomas South side	36 inch inlet	921-G3
18	Mendocino Ct. 24771 (follow a/c trail 250 feet behind home) DA1 lock	inlets (3)	921-H3
19	Rich Springs 25901 behind home use horse trail from Oso Pkwy or ask homeowner for access (Marlene Sandler)	inlet	922-A4
20	Maverick 27472 behind home, use horse trail for access	inlet	921-H7
21	Maverick 27472 behind home, 600 feet South	inlet	921-H7
22	Westridge 27101 behind home use trail	drain inlets	921-H6
23	Paseo de Valencia at Alisos Creek (JO1) check for debris blocking inlet	under-crossing	921-G1
24	Ridge Route Drive 600 feet West of Avenida de la Carlota South side	inlet	891-E6
25	Mill Creek Road 900 feet South of Lake Forest Drive	debris on bridge support	891-C5
26	Santa Vittoria at Canada Channel (F 23) 900 feet south of Lake Forest Dr.	debris on bridge support	891-C5

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LINE ITEM NO.	MAP PAGE	GRID	CATCH BASIN ID NUMBER	STREET NAME	CROSS STREET	SIDE
1	891	B6	19	Santa Vittoria 40' S/O	Lake Forest Dr	W/S
2	891	C6	23	Santa Vittoria 20' N/O	Ridge Route	E/S
3	891	B6	34	Santa Vittoria 60' N/O	Ridge Route	E/S
4	891	C5	18	Lake Forest Dr. 150' E/O	Santa Vittoria	S/S
5	891	C5	16	Lake Forest Dr. 400' W/O	Mill Creek	S/S
6	891	C5	17	Lake Forest Dr. 670' E/O	Santa Vittoria	S/S
7	891	C5	42	Mill Creek S/O 1000'	Lake Forest Dr	W/S
8	891	C5	45	Mill Creek 1000' S/O	Lake Forest Dr	E/S
9	891	C5	44	Mill Creek 200' N/O	Ridge Route	E/S
10	891	C5	43	Mill Creek 200' N/O	Ridge Route	W/S
11	891	C5		Santa Vittoria 10' N/O	Bassano	W/S
12	891	C5	37	Santa Vittoria 10' N/O	Bassano	E/S
13	891	C5		Santa Vittoria 150' N/O	Camino Jalisco	W/S
14	891	C5	35	Santa Vittoria 30' N/O	Camino Jalisco	E/S
15	891	C5		Santa Vittoria 65' N/O	Camino Jalisco	W/S
16	891	C5	21	Santa Vittoria N/O 130'	Camino Jalisco	E/S
17	891	C6	84	Adamo 300' W/O	Sorensina	E/S
18	891	C6	86	Ancona 300' E/O	Terviso	N/S
19	891	C6	87	Ancona 300' E/O	Terviso	S/S
20	891	C6	85	Formello 200' E/O	Modina	E/S
21	891	C6	89	Genova 150' E/O	Palermo	E/S
22	891	C6	88	Genova 150' E/O	Palermo	WS
23	891	C6	82	Marsala 500' N/O	Teramo	E/S
24	891	C6	38	Santa Vittoria 100' S/O	Ridge Route	W/S
25	891	C6	40	Santa Victoria 20' N/O	Lake Forest Dr	E/S
26	891	C6	27	Santa Vittoria 20' S/O	Lake Forest Dr	E/S
27	891	C6	39	Santa Vittoria 20' S/O	Ridge Route	W/S
28	891	C6	20	Santa Vittoria 25' S/O	Lake Forest Dr	W/S
29	891	C6	28	Santa Vittoria 30' S/O	Ridge Route	E/S
30	891	C6	41	Santa Vittoria 75' S/O	Lake Forest Dr	E/S
31	891	C6		Santa Vittoria S/O 75'	Ridge Route	W/S
32	891	C7	32	Barbera 20'	Santa Vittoria	WS
33	891	C7	31	Barbera 20' E/O	Santa Vittoria	E/S

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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

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74	891	G7		Ave. De Carlota 30' N/O	El Toro Rd. E/S	E/S
75	891	G7	67	Ave. De Carlota 30' N/O	El Toro Rd. E/S	E/S
76	891	G7	61	Ave. De Carlota 550' S/O	Plaza Ln.	W/S
77	891	G7		Ave. De Carlota 60' N/O	Oakbrook Shopping Ctr.	W/S
78	891	G7	94	El Toro Rd. 50' W/O	Ave. De Carlota	S/S
79	891	G7	120	Los Alisos 10' E/O	Ave. De Carlota	N/S
80	921	A3	354	Rangewood E/O 200'	Gallup Cir	N/S
81	921	A3		Rangewood E/O 200'	Gallup Cir. Cul-De-Sac	S/S
82	921	A3	355	Rangewood E/O 200'	Gallup Cir Cul-De-Sac	S/S
83	921	A3	356	Rangewood E/O 800'	Gallup Cir	E/S
84	921	A3		Sheriff Rd. Cul-De-Sac	Nellie Gail	E/S
85	921	J4	529	Oso Pkwy E/O 20'	Bridlewood	S/S
86	921	F1		Paseo De Valencia 10' S/O	Health Center	E/S
87	921	F2	192	Moulton 20' S/O	Indian Hill	E/S
88	921	F2	171	Moulton Pkwy. 100' N/O	Glenwood	W/S
89	921	F2	172	Moulton Pkwy. 20' N/O	Glenwood	W/S
90	921	F2	194	Moulton Pkwy. 320' S/O	Glenwood	E/S
91	921	F2		Moulton Pkwy. 320' S/O	Glenwood	W/S
92	921	F3	146	Laguna Hills Dr. 350' E/O	Moulton Pkwy	N/S
93	921	F3	147	Laguna Hills Dr. 350' E/O	Moulton Pkwy	S/S
94	921	F3	173	Moulton Pkwy. 420' S/O	Laguna Hills	W/S
95	921	F3		Moulton Pkwy. 270' S/O	Laguna Hills Dr	W/S
96	921	F3	193	Moulton Pkwy. 400' S/O	Laguna Hills Dr	E/S
97	921	F4	169	Alicia 140' E/O	Ramona St.	S/S
98	921	F4	214	Carmel St. 240' E/O Cul-De-Sac	Amalia	E/S
99	921	F4	187	Gordon 10' E/O	Moulton Pkwy	S/S
100	921	F4	170	Gordon 10' E/O	Moulton Pkwy	N/S
101	921	F4	191	Moulton Pkwy 40' S/O	Alicia	E/S
102	921	F4	176	Moulton Pkwy. 10' S/O	Gordon	E/S
103	921	F4	175	Moulton Pkwy. 20' S/O	Alicia	W/S
104	921	F5	208	Moulton Pkwy. 150' N/O	La Paz Rd	W/S
105	921	F7	116	Paseo De Valencia 125' N/O	Via Estrada	E/S
106	921	F7	98	Paseo De Valencia 125' N/O	Via Estrada	W/S
107	921	F7	117	Paseo De Valencia N/O 15'	Via Estrada	E/S
108	921	G1	128	Clarington E/O	Kennington	E/S
109	921	G1	125	Creekview W/O	Cresta	W/S
110	921	G1	126	Kennington E/O	Paseo de Valenica	N/S
111	921	G1	127	Kennington E/O	Paseo de Valenica	S/S
112	921	G1	119	Los Alisos E/O	Paseo de Valenica	N/S
113	921	G3	166	Alicia 20' E/O	Aliso Hills	S/S

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114	921	G3	153	Alicia 20' E/O	Aliso Hills	N/S
115	921	G3	152	Alicia 60' E/O	Moulton Pkwy.	N/S
116	921	G3	241	Aliso Hills S/O 40'	Alicia	E/S
117	921	G3	240	Aliso Hills S/O 20'	Alicia	E/S
118	921	G3	242	Aliso Hills S/O 20'	Alicia	W/S
119	921	G3	198	Via Lomas 130' N/O	Alicia	E/S
120	921	G3	199	Via Lomas 130' N/O	Alicia	W/S
121	921	G3	196	Via Lomas 200' E/O	Moulton Pkwy	N/S
122	921	G3	154	Via Lomas 200' E/O	Moulton Pkwy	S/S
123	921	G3	197	Via Lomas 700' N/O	Alicia	N/S
124	921	G3	202	Via Lomas 700' N/O	Alicia	S/S
125	921	G4	151	Alicia 140' E/O	Ramona St.	N/S
126	921	G4	238	La Cerros 30' W/O	La Cienega	S/S
127	921	G4	232	La Cienega 10' S/O	Cienega @ 24651	E/S
128	921	G4	239	La Cienega 150' W/O	Los Alisos @ 24511	S/S
129	921	G4	213	La Cienega 150' W/O	Aliso Hills @ 24502	W/S
130	921	G4	209	Louisa 80' N/O	Lupita	N/S
131	921	G4	210	Lupita 15' E/O	Louisa	N/S
132	921	G4	211	Lupita 15' E/O	Louisa	S/S
133	921	G4	189	Mandeville 10' E/O	Santa Rosa	S/S
134	921	G4	205	Mandeville 100' W/O	Santa Rosa	S/S
135	921	G4	190	Mandeville 100' W/O	Santa Rosa	N/S
138	921	G4	212	Patricia 200' S/O	Lupita	E/S
139	921	G4	218	Ramona St. 20' S/O	Alicia	E/S
140	921	G4	217	Ramona St. 20' S/O	Alicia	W/S
141	921	G4	188	Santa Rosa 20' S/O	Mandeville	E/S
142	921	G4	186	Sundance 25' W/O	Santa Rosa	S/S
143	921	G4	177	Sundance 25' W/O	Santa Rosa	N/S
144	921	G4	216	Yolanda 20' W/O	Ramona St.	S/S
145	921	G4	215	Yolanda 20' W/O	Ramona St.	N/S
146	921	G5	318	La Paz Rd. 10' E/O	Moulton Pkwy	S/S
147	921	G5	313	La Paz Rd. 25' W/O	Merienda	N/S
148	921	G5	316	La Paz Rd. 60' E/O	Merienda	S/S
149	921	G5	314	La Paz Rd. 60' E/O	Merienda	N/S
150	921	G5	312	La Paz Rd. E/O 10'	Moulton Pkwy	N/S
151	921	G5	243	Los Alamitos 20' N/O	Monte Royale	E/S
152	921	G5	244	Los Alamitos 8' N/O	Monte Royale	W/S
153	921	G5		Louisa 20' W/O	Moulton Pkwy	N/S
154	921	G5		Louisa W/O 20'	Moulton Pkwy	S/S
155	921	G5	245	Monte Royale 80' W/O	Los Alamitos Across 24652	N/S

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156	921	G5	246	Monte Royale 60' W/O	Los Alamitos	S/S
157	921	G5	311	Monte Royale 60' W/O	Los Alamitos	N/S
158	921	G5	184	Moulton Pkwy. 10' S/O	La Paz Rd	E/S
159	921	G5	185	Moulton Pkwy. 150' N/O	La Paz Rd	E/S
160	921	G5	206	Moulton Pkwy. 20' N/O	Louisa	E/S
161	921	G5	207	Moulton Pkwy. 20' N/O	Louisa	W/S
162	921	G5		Moulton Pkwy. 5' N/O	Mandeville	E/S
163	921	H1	124	Christina 70' S/O	Cul-De-Sac 24606	W/S
164	921	H1	123	Christina Ct. 10' S/O	24532	E/S
165	921	H1	121	Christina Drive/Ave de la Carlota	Next to 24521	E/S
166	921	H1	122	Christina Dr.	Christina Ct 24521	W/S
167	921	H1	132	Georgia Sue Dr. N/O 50'	Paige Cir	N/S
168	921	H1	134	Georgia Sue Dr. N/O 10'	Paige Cir	S/S
169	921	H1	131	Jorie 5' S/O	Georgia Sue	E/S
170	921	H1	130	Jorie 5' S/O	Georgia Sue	W/S
171	921	H1	133	Paige Cir. 20' S/O	Georgia Sue	E/S
172	921	H2	162	ALICIA 10' W/O	Wilkes	S/S
173	921	H2	162	ALICIA 10' W/O	Wilkes	S/S
174	921	H2	158	Alicia 200' W/O	Wilkes	N/S
175	921	H2	160	Alicia 45' W/O	Costeau	N/S
176	921	H2	160	Alicia 45' W/O	Costeau	N/S
177	921	H2	137	Beckenham 10' E/O	Paseo de Valenica	N/S
178	921	H2	136	Beckenham 75' E/O	Paseo de Valenica	S/S
179	921	H2	282	Costeau N/O 30' N/O	Alicia	E/S
180	921	H2	283	Costeau N/O 30' N/O	Alicia	W/S
181	921	H2	299	Grissom 5' S/O	Wilkes	N/S
182	921	H2	113	Paseo de Valencia 150' N/O	Beckenham	E/S
183	921	H2		Southport 200' S/O	Woolwich	S/S
184	921	H2	145	Southport 200' S/O	Woolwich	N/S
185	921	H2	161 & no	Wilkes 10' S/O	Alicia	E/S
186	921	H2	140	Wilkes 20' N/O	Debby Cir	W/S
187	921	H2	141	Wilkes 5' N/O	York Cir	E/S
188	921	H2	142	Wilkes 5' N/O	York Cir	W/S
189	921	H2	143	Wilkes 50' N/O	Alicia	E/S
190	921	H2	144	Wilkes 50' N/O	Alicia	W/S
191	921	H2	138	Wilkes 80' N/O	Stock Port	S/S
192	921	H2	139	Wilkes 80' N/O	Stock Port	N/S
193	921	H3	155	Alicia 10' E/O	Community Ctr	N/S
194	921	H3	164	Alicia 10' W/O	Community Ctr	S/S
195	921	H3	165	Alicia 100' W/O	Community Ctr	S/S

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196	921	H3	163	Alicia 150' E/O	Paseo de Valenica	S/S
197	921	h3	156	Alicia 150' E/O	Paseo De Valencia	N/S
198	921	H3	157	Alicia 600 E/O	Paseo de Valenica	N/S
199	921	H3		Barents 10" E/O	Grissom	E/S
200	921	H3		Barents 10" W/O	Grissom	W/S
201	921	H3		Barents 25' E/O	Wilkes	N/S
202	921	H3		Barents 25' E/O	Wilkes	S/S
203	921	H3		Comm. Ctr. N/O	Alicia 150'	N/S
204	921	H3		Comm. Ctr. Pk Lot	Alicia 75'	W/S
205	921	H3		Comm. Ctr. Pk Lot	Allicia 80'	E/S
206	921	H3		Comm. Ctr. N/O at Entr	Alicia 100'	E/S
207	921	H3		Comm. Ctr. N/O at Entr	Alicia 106'	E/S
208	921	H3	262	El Capatin 10' S/O	Marin	S/S
209	921	H3		El Capatin 20' E/O	Largo Dr.	S/S
210	921	H3		El Capatin 20' E/O	Largo Dr.	N/S
211	921	H3	350	Gallup 25' S/O	La Paz Rd.	E/S
212	921	H3	256	Largo 120' W/O	Sunburst @ 24861	N/S
213	921	H3	256	Largo 120' W/O	Sunburst @24861	N/S
214	921	H3	257	Largo 120' W/O	Sunburst @ 24854	S/S
215	921	H3	255	Largo 200' W/O	Sunburst @ 24471	N/S
216	921	H3	258	Largo Dr. 9' @	El Capitan @ 24971	N/S
217	921	H3	259	Largo Dr. 10' E/O	El Capitan @ 24982	S/S
218	921	H3	263	Marin 20' S/O	El Capitan	S/S
219	921	H3	219	Mendocino 200' N/O	Mendocino	W/S
220	921	H3	220	Mendocino 200' N/O	Mendocino	E/S
221	921	H3	102	Paseo de Valencia 10' E/O	Alisal	S/S
222	921	H3	101	Paseo de Valencia 10' S/O	Sunburst	E/S
223	921	H3	99	Paseo de Valencia 100' S/O	Alicia	W/S
224	921	H3	112	Paseo de Valencia 100' S/O	Alicia	E/S
225	921	H3	100	Paseo de Valencia 70' N/O	Alicia	W/S
226	921	H3	110	Paseo de Valencia 70' N/O	Alicia	E/S
227	921	H3	109	Paseo de Valencia 150' S/O	Alicia	E/S
228	921	H3		Wilkes 30' S/O	Alicia	E/S
229	921	H4	249	Alameda 10' N/O	Monte Royale	W/S
230	921	H4	248	Alameda N/O 10'	La Paz Rd.	E/S
231	921	H4	247	Alameda N/O 10'	La Paz Rd.	W/S
232	921	H4	231	Aliso Hills 10' S/O	Sierra Bonita	W/S
233	921	H4	447	Appaloosa 40' S/O	La Paz Rd.	W/S
234	921	H4	230	El Segundo 10' E/O	Aliso Hills	S/S
235	921	H4	229	El Segundo 20' E/O	Aliso Hills	N/S

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236	921	H4	251	Los Gatos 20' W/O	Buena Vista	S/S
237	921	H4	250	Los Gatos 20' W/O	Buena Vista	N/S
238	921	H4	450	Mustang 10' W/O	Appaloosa	S/S
239	921	H4	449	Mustang 40' W/O	Appaloosa	S/S
240	921	H4	451	Mustang 75' E/O	Appaloosa	N/S
241	921	H4		Oso Pkwy 20' E/O	Moulton Pkwy.	S/S
242	921	H4	234	Rio Grande 30' S/O	La Cienega	W/S
243	921	H4	233	Rio Grande 30' S/O	La Cienega	E/S
244	921	H4	236	Talega 20' S/O	San Pedro	W/S
245	921	H4	235	Talega 20' S/O	San Pedro	E/S
246	921	H4	254	Terra Bella 20' E/O	Cuesta Ave	N/S
247	921	H4	252	Terra Bella 90' E/O	Cuesta Ave	N/S
248	921	H4	253	Terra Bella 90' E/O	Cuesta Ave	S/S
249	921	H5	434	Buckboard 160' E/O	Stetson	N/S
250	921	H5	433	Buckboard 170' E/O	Stetson	N/S
251	921	H5	435	Buckboard 170' E/O	Stetson	S/S
252	921	H5	436	Buckboard 20' E/O	Stetson	N/S
253	921	H5	437	Buckboard 20' E/O	Stetson	S/S
254	921	H5	443	Buckboard	24872	N/S
255	921	H5	442	Buckboard	Across 24872	S/S
256	921	H5	454	Buckskin S/O 20'	Mustang	E/S
257	921	H5	455	Buckskin S/O 20'	Mustang	W/S
258	921	H5	353	Gallup 100' S/O	La Paz Rd	E/S
259	921	H5	323	La Paz Rd. 20' E/O	Appaloosa	S/S
260	921	H5	321	La Paz Rd. E/O 100'	Alameda	S/S
261	921	H5	499	Lost Cott 200' E/O	Beargrass at 27132	N/S
262	921	H5	180	Moulton 10' S/O	Nellie Gail	E/S
263	921	H5	179	Moulton Pkwy 10' S/O	Nellie Gail	W/S
264	921	H5		Moulton Pkwy. 30' S/O	Nellie Gail	E/S
265	921	H5	183	Moulton Pkwy N/O 10'	Oso Pkwy	E/S
266	921	H5	182	Moulton Pkwy S/O 10'	Oso Pkwy	E/S
267	921	H5		Oso Pkwy E/O 20'	Moulton Pkwy	N/S
268	921	H5		Red Lodge Pl. E/O	Nellie Gail To Cul De Sac	S/S
269	921	H5	524	Westhaven 30' N/O	Oso Pkwy	E/S
270	921	H5	522	Westhaven 75' N/O	Oso Pkwy	E/S
271	921	H5	523	Westhaven N/O 30'	Oso Pkwy	W/S
272	921	H6	506	Black Horse N/O 10'	Lost Colt	W/S
273	921	H6	507	Black Horse N/O 10'	Lost Colt	E/S
274	921	H6	509	Black Horse N/O 180'	Lost Colt	E/S
275	921	H6	508	Black Horse N/O 200'	Lost Colt	W/S

APPENDIX H

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

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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

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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
396	922	A3	342	Cabot Rd. N/O 200'	Nellie Gail	W/S

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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

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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
446	922	A5		Woodbluff S/O 5'	Vista Viejo	W/S
447	922	A5		Woodbluff S/O 70'	Vista Viejo	W/S
448	922	A6		Cabot Rd. N/O 10'	Rapid Falls	W/S
449	922	A6		Pinto Ln. E/O 20'	Lost Trail	S/S
450	922	H3		LOST TRAIL 10' S/O	LONE ACRES	E/S
451	922	H3	108	Paseo de Valencia E/O	Hillary 10'	N/S
452	922	H3	107	Paseo de Valencia E/O	Hillary 100'	N/S
453	922	H3		Paseo de Valencia E/O	Hillary 50'	N/S
454	922	H5		LOST TRAIL 10' S/O	LONE ACRES @ 27314	W/S
455	922	H5		LOST TRAIL 10' S/O	PINTO	E/S
456	922	H5		LOST TRAIL 20' S/O	PINTO	W/S
457	922	J3	106	Paseo de Valencia E/O	La Paz Rd 10'	N/S
458	922	J6		Lone Acres W/O	Lost Trail Across From 27341	E/S
459	922	J6		Rapid Falls E/O	Lost Trail Across From 25641	S/S
460	922	J6		Rapid Falls E/O	Lost Trail @ 25641	W/S
461	922	J6		Rapid Falls E/O 10'	Cabot Rd.	N/S
462	922	J6		Rapid Falls E/O 10'	Cabot Rd.	S/S
463	922	J6	545	Rapid Falls W/O AT 25821	Sundowner	N/S
464	922	J6		Sundowner N/O 10'	Rapid Falls	W/S
465	951	J1		Greenfield S/O 150'	Hidden Trail @ 27716	E/S
466	922	A3	342	Cabot S/O 400'	Paseo De Valencia	W/S
467	922	A3	349	Cabot 850 N/O	Paseo De Valencia	E/S
468	922	A4		Oso Pkwy 20' W/O	Tombstone	N/S
469	951	J1	477	Greenfield S/O 300	Hidden Trail Next to Toll Rd 73	W/S
470	951	J1	478	Greenfield S/O 300	Hidden Trail Next to Toll Rd 73	E/S
471	922	A4		Bridle Wood N/O	Vista Viejo 30'	E/S
472	922	A4	422	Bridle Wood N/O	Vista Viejo 60'	E/S
473	922	A6		Woodbluf E/O	Green Hills 27136	S/S
474	922	A6		Woodbluf E/O	Green Hills 27135	N/S
475	922	A5		Moore Oaks	Devon Shire 26821	N/S

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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
49	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

APPENDIX H

CITY OF LAGUNA HILLS
DRAIN/INLET CLEANING INVENTORY

516	921	H3	227	Aliso Hills 200' W/O	Luna Bonita	N/S
517	921	H3	226	Aliso Hills 200' W/O	Luna Bonita	S/S
518	921	J3	330	La Paz 80' W/O	P.D. Valencia	S/S
519	921	J3	329	La Paz 100' W/O	P.D. Valencia	S/S
520	921	H4	322	La Paz 250' W/O	Appaloosa	S/S
521	921	J4	403	Red Coral 120' N/O	Mustang	E/S
522	921	J4	400	Mustang 30" E/O	Farrier	S/S
523	921	J4	456	Mustang 40 E/O	Farrier	N/S
524	921	J4	457	Ferrier 30 N/O	Mustang	E/S
525	921	J4	399	Ferrier 30 N/O	Mustang	W/S
526	921	J4	452	Mustang 20' E/O	Red Coral	S/S
527	921	J5		Broken	@ End 26542	S/S
528	921	H5	351	GaLLUP 100' S/O	La Paz	W/S
529	921	H5	500	Lost Colt 250' W/O	Stage Line @ 27131	N/S
530	921	H6	499	Lost Colt 250' W/O	Stage Line @ 27132	S/S
531	921	H6	501	Lost Colt 300' W/O	Stage Line @ 27212	N/S
532	921	A3	348	Cabot 200' S/O	Nellie Gail	E/S
533	922	A4		Oso 60' W/O	Cabot	S/S
534	921	J5	519	Oso 340' E/O	Nottingham	N/S
535	921	J5	375	Oso 40' E/O	Nellie Gail	N/S
536	921	J5	376	Oso 40' E/O	Nellie Gail	S/S
537	921	H5	521	Oso 300' E/O	Westhaven	N/S
538	921	H5	525	Oso 300' E/O	Westhaven	S/S
539	922	A3	341	Paseo de Valencia	@ Mirg w/Cabot	S/W
540	921	F2	195	Moulton 40" S/O	Indian Creek/Glennout	E/S
541	921	H6	513	West Ridge 20' W/O	Maverick	S/S
542	921	H6	515	West Ridge 40' W/O	Maverick	N/S
543	921	H6	512	Lost Colt 40' E/O	Maverick	S/S
544	921	H6	511	Lost Colt 80' E/O	Maverick	S/S
545	921	J7	488	Pine Strap 10' W/O	Hidden Trail	N/S
546	921	H6	514	Lost Colt 70' S/O	Black Horse	E/S
547	921	H6	510	Lost Colt 70' S/O	Black Horse	W/S
548	921	H6	504	Lost Colt 150' S/O	Stage Line	E/S
549	922	H6	505	Lost Colt 150' S/O	Stage Line	W/S
550	922	A5		Falling Leaf 25' W/O	Devonshire	N/S
551	922	A5	532	Vista Viejo 400' W/O	Cabot	N/S
552	922	A5	531	Vista Viejo 400' W/O	Cabot	S/S
553	922	A5	533	Vista Viejo 430' W/O	Cabot	N/S
554	922	A5		White Oaks S/O	Lanhill Rest @	END
555	922	A5		Nottingham 20' N/O	Harrington	E/S

APPENDIX H

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