



**CITY OF MISSION VIEJO
CALIFORNIA**

**SPECIFICATIONS
AND CONTRACT DOCUMENTS**

FOR

**PARK, RIGHT-OF-WAY, AND FACILITY
LIGHTING MAINTENANCE
AND ELECTRICAL REPAIR**

MARCH 2023

PREPARED BY:

**CITY OF MISSION VIEJO
200 CIVIC CENTER
MISSION VIEJO, CALIFORNIA 92691
(949) 470-3095**

CITY OF MISSION VIEJO
CALIFORNIA

PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PARK, RIGHT-OF-WAY, AND FACILITY
LIGHTING MAINTENANCE
AND ELECTRICAL REPAIR

APPROVED BY:



JERRY HILL
DIRECTOR OF PUBLIC SERVICES

4-6-23

Date

**CITY OF MISSION VIEJO
TABLE OF CONTENTS**

**PARK, RIGHT-OF-WAY, AND FACILITY
LIGHTING MAINTENANCE AND ELECTRICAL REPAIR**

NOTICE INVITING SEALED BIDSNB-1 to NB-3

INSTRUCTIONS TO BIDDERSIB-1 to IB-11

PROPOSAL DOCUMENTS

Proposal	P-1
Proposal Conditions.....	P-2
Bidders Information	P-4
List of Subcontractors.....	P-5
References.....	P-6
Designation of Sureties.....	P-6
Bidder's Statement of Past Contract Disqualifications.....	P-7
Proposal Notary.....	P-8
Non-Collusion Affidavit.....	P-9
Bid Bond.....	P-11
Iran Contracting Act Certification.....	P-14
Sufficient Funds Declaration.....	P-16
Proposal Bid Sheet	P17-P23
Vendor Approval Application.....	
W-9 Form.....	

CONTRACT AGREEMENT

Agreement.....	CA-1
Insurance Requirements.....	CA-11
Faithful Performance Bond.....	CA-15
Labor and Material Payment Bond.....	CA-17
Compensation Insurance Certificate.....	CA-19

GENERAL SPECIFICATIONS GS-1 to GS-9

SPECIAL PROVISIONSSP-1 to SP-4

PERFORMANCE DEFICIENCY NOTIFICATION FORM

EXHIBIT A A-1 to A-3

FORM FF-1 to F-7

FORM GG-1 to G-2

DETAILS Section D

APPENDIX:

San Diego Regional Water Quality Control Board Action – Best Management Practices

MAP

CITY OF MISSION VIEJO

NOTICE INVITING BIDS

PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING MAINTENANCE AND ELECTRICAL REPAIR

NOTICE IS HEREBY GIVEN that sealed bids will be received by the **City of Mission Viejo**, as “AGENCY,” for furnishing all materials, equipment, tools, labor and incidentals as required for the above-stated project in strict accordance with the specifications and drawings on file at the office of the City Clerk of the **City of Mission Viejo**.

Bids will be received at the City Clerk’s Counter, 2nd Floor, City Hall, 200 Civic Center, City of Mission Viejo, until the hour of **9:30 a.m. on May 2, 2023**, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, “**SEALED BID FOR PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING MAINTENANCE AND ELECTRICAL REPAIR CONTRACT.**”

The Work to be constructed under the Contract is located in the **City of Mission Viejo**. The Work to be performed consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above-stated Contract. The general items of Work to be done hereunder consist of:

1. Facility, Parks, and Right-of-Way lighting, maintenance, and electrical repair, athletic field lighting, maintenance and repair.
2. Respond to electrical emergencies 24 hours a day, 7 days a week.
3. Sewer Lift Station repair and maintenance.
4. Facility, Parks, and Right-of-Way lighting inspection.
5. Holiday lighting installation, maintenance, removal, and storage.

The Agency reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive and responsible bidder and reject all other bids; to waive any informality in the bidding; and to take all bids under advisement for a period of 90 days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of Work as shown on the Base Bid Sheets. Only such plans, specifications, and items of work as are appropriate shall apply to the Work as bid.

At the time of Contract award to a bidder, the bidder shall possess a California State Contractors License of Category C10.

A mandatory pre-bid meeting will be held on April 26, 2023 at 1:30 p.m. in Saddleback Room 2 at City Hall, 200 Civic Center, in Mission Viejo. Failure to attend the mandatory pre-bid meeting will cause all non-attending bidders to be deemed non-responsive and their bid package shall not be further considered by the City for any reason. Special circumstances may be considered for a bidders’ inability to attend on a case by case basis. The bid submittal shall be held for seven (7) days for pick-up by the bidder who submitted it and if not picked up, then shall be disposed of

in a public trash receptacle. The City, in its sole discretion, may retain and immediately draw down on the bid bond, in whole or part, to compensate it for the time expended on reviewing the bid package as submitted.

Each bid must be accompanied by all required pages of the Proposal (see Instructions to Bidders), including a certified or cashier's check, or a corporate surety bond on the form furnished by the AGENCY, as a guarantee that the bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure workmen's compensation insurance and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of material and laborers thereunder. Said check or bidder's bond shall be in an amount not less than 10% of the amount of the bid.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Agency and Contractor and General Conditions.

The Performance and Payment Bonds shall be submitted before execution of the Contract. The Performance Bond shall be not less than 100% of the total amount of the bid price named in the Contract. The Payment Bond shall be not less than 100% of the total amount of the bid price named in the Contract. The AGENCY reserves the right to reject any bond if, in the opinion of the AGENCY Attorney, the Surety's acknowledgment is not in the form included in the Contract Documents or in another form substantially as prescribed by law.

In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations are on file in the office of the City Clerk of the **City of Mission Viejo**. It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to pay not less than said specified rates to all workmen employed by them in the execution of the Contract.

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections §§1715.5, 1725.5, 1771.1, 1771.1a, 1771.4(a)(1), 1774, 1775, 1776, 1777.5, 1813 and 1815. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to requirements of Public Contract Code Section 4104, nor shall it be qualified to enter into, or engage in the performance of, any contract of public work, unless it is currently registered and qualified under Labor Code Section 1725.5 to perform public work (as "public work" is defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code). [Note: Required in the Notice by Labor Code §1771.1(b).]

Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (*including federal labor requirements*), this contract is subject to compliance monitoring and enforcement by the Department of Industrial relations (DIR).

The City of Mission Viejo hereby notifies all bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, Disadvantaged Business and Underutilized

Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award.

Complete sets of said Contract Documents may be purchased at a cost of \$40.00 (Forty Dollars) per set and are obtainable from the **City of Mission Viejo**, 200 Civic Center, Engineering Counter, Mission Viejo, California 92691, 949-470-3040. No refund will be made of any charges for sets of Contract Documents. Plans and specifications can be mailed for an additional \$10.00 (Ten Dollars) per set. For additional information, contact the Project Manager, Jerry Hill, at 949-470-3095.

Dated this _____ day of _____, 20__.

Kim Schmitt
City Clerk

City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691

CITY OF MISSION VIEJO

INSTRUCTIONS TO BIDDERS

**PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING
MAINTENANCE AND ELECTRICAL REPAIR**

1. PROPOSAL FORMS, AND REVIEW OF PLANS AND SPECIFICATIONS

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The Proposal must include all pages of the Proposal form with all of the required information, including but not limited to the Bidder's Information, Proposal Bid Sheet, List of Subcontractors, Bidder's Statement of Past Contract Disqualifications, Non-Collusion Affidavit, Bid Bond, Iran Contracting Act Certification (if required), and Sufficient Funds Declaration. The AGENCY will not consider any proposal not meeting these requirements.

In addition, the AGENCY shall not accept any bid or enter into any contract without proof of the Bidder's current registration to perform public work under Labor Code Section 1725.5; and the Bidder shall not accept any sub-bid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code Section 1725.5.

Each bidder must review the plans and specifications in its capacity as a contractor prior to submitting its bid, and any errors must be reported to the AGENCY.

2. PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a Contract is awarded fails or refuses to execute the Contract Documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

3. PROPOSED SCHEDULE

April 6, 2023	Advertise in trade journals and on the Internet
April 26, 2023	MANDATORY* pre-bid meeting at 1:30 p.m. in Saddleback Room 2 at City Hall, 200 Civic Center, Mission Viejo
May 2, 2023	Bid opening at 9:30 a.m., City Clerk's counter, City Hall 2 nd Floor
May 23, 2023	Award of contract consideration
July 1, 2023	Contract begins

***Failure to attend the mandatory pre-bid meeting will cause all non-attending bidders to be deemed non-responsive and their bid package shall not be further considered by the City for any reason. The bid submittal shall be held for seven (7) days for pick-up by the bidder who submitted it and if not picked up, then shall be disposed of in a public trash receptacle. The City, in its sole discretion, may retain and immediately draw down on the bid bond, in whole or part, to compensate it for the time expended on reviewing the bid package as submitted.*

4. NON-COLLUSION AFFIDAVIT

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

5. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of Work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the bid sheets are supplied to give an indication of the general scope of Work, but the accuracy of figures is not guaranteed and the bidder shall make its estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

6. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the Proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Bids." Late Proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "**SEALED BID FOR PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING MAINTENANCE AND ELECTRICAL REPAIR.**"

7. WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn by a written request signed by the Bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the "Notice Inviting Bids." The withdrawal of a Proposal will not prejudice the right of the Bidder to submit a new Proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee, unless withdrawal is allowed under law.

8. IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a Proposal will render it irregular and may cause its rejection. The completed Proposal forms shall be without interlineations, alterations or erasures. Notwithstanding the foregoing, the City may waive such if allowed by law, and if, in the City's discretion, it deems that waiver is in the City's best interest and that such interlineations, alterations or erasures do not substantially alter the written response or create an unfair advantage to such bidders. Alternative Proposals will not be considered unless specifically requested. No oral, telegraphic or telephonic Proposal, modification or withdrawal will be considered.

9. 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.

10. DISQUALIFICATION OF BIDDERS

In the event that any bidder on the Contract submits a proposal on another contract on the same work of improvement, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

The Contract will not be awarded or executed unless the Bidder is licensed in accordance with the provisions of the State Business and Professions Code.

11. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed Contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he may submit to the Engineer of said AGENCY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

12. ADDENDA OR BULLETINS

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

13. LEGAL RESPONSIBILITIES

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

Any bidder submitting a Proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

14. AWARD OF CONTRACT

The award of contract, if made, will be to the most responsible Bidder as determined solely by the City, pursuant to the City's Plans, Specifications and Contract Documents and in the best interests of the City pursuant to law. At the time of contract award, the successful bidder shall hold the contractor's license(s) required in Notice Inviting Bids. Additionally, the AGENCY reserves the right to reject any or all Proposals, to accept any bid to waive any irregularity if allowed by law, and to take the bids under advisement for the period of time stated in the "Notice Inviting Bids," all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof, unless permitted by law. However, the AGENCY will return all proposal guarantees within ten (10) days after the award of the Contract or rejection of the bids, as the case may be, to the respective bidders whose Proposals they accompany.

15. LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the AGENCY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the Contract from the State Director of the Department of Industrial Relations (DIR). It shall be the responsibility of the prime Contractor to comply with all applicable sections of the Labor Code.

Travel and subsistence payments to each workman needed to execute the Work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of workmen concerned.

This project is subject to compliance registration, monitoring, and enforcement by the DIR. (See, among others, Labor Code §§1715.5, 1725.5, 1771.1 and 1771.4.)

The AGENCY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the Contract. The possibility of wage increases is

one of the elements to be considered by the Contractor in determining its bid, and will not under any circumstances be considered as the basis of a claim against the AGENCY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

16. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required Contract Documents prior to performing any Work. Reimbursement for this requirement shall be considered as included in the various items of Work.

17. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103 of the Public Contract Code, in entering the Contract to supply goods, services, or materials, the Contractor and its subcontractors offer and agree to assign to the AGENCY all rights and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or the subcontracts. This assignment shall be made and become effective at the time the AGENCY tenders final payment to the Contractor, without further acknowledgment by the parties.

18. SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their Proposal the name, location of place of business, license number, and the portion of the Work of each subcontractor who will perform Work or labor or render services in or about the construction of the Work or improvement, and each subcontractor who specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, but only if (a) for a Contract for construction of streets or highways, including bridges, the dollar amount of the subcontractor's work is in excess of \$10,000 or ½ of 1% of the total bid in the Proposal, whichever is greater; or (b) for all other Contracts, the dollar amount of the subcontractor's work is in excess of ½ of 1% of the total bid in the Proposal. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the AGENCY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for Work satisfactorily Completed, even if the other Contract Work is not Completed and has not been accepted by the Agency. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

19. INSURANCE

Contractor agrees to provide insurance in accordance with the requirements as set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so. The following coverages will be provided by Contractor and maintained on behalf of City and in accordance with the requirements set forth herein. The cost of such insurance shall be included in the Contractor's bid.

Commercial General Liability Insurance. Contractor shall obtain and furnish to City a policy of general liability insurance against any and all claims arising out of or in connection with the work performed for this Project. Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01. Contractor shall provide coverage in an amount not less than two million dollars (\$2,000,000.00) per occurrence for all coverages, and four million dollars (\$4,000,000.00) general aggregate. The policy must include contractual liability that has not been amended. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds, covering both ongoing and completed operations, using ISO additional insured endorsement forms CG 20 10 and CG 20 37, or similar form(s). Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Business Auto Liability Insurance. Contractor shall obtain and furnish to City a business liability policy covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the work to be performed for this project, including coverage for owned, hired, and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident. Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto).

Workers' Compensation/Employers' Liability. Contractor acknowledges awareness of Section 3700 *et seq.* of the *California Labor Code*, which requires every employer to be insured against liability for workers' compensation. Contractor covenants that it shall comply with such provisions prior to commencement of work performed for this project. Contractor shall obtain and furnish to City workers' compensation insurance per statutory limits and employer's liability insurance in an amount not less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor shall require all subcontractors to provide such workers' compensation and

employer's liability insurance for all of subcontractors' employees. Contractor shall furnish to City a waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation. If Contractor is a sole ownership/proprietorship and does not have any employees, Contractor shall certify such facts to the City by completing a "Declaration of Non-Employer Status" declaring such and worker's compensation coverage shall not be required.

Umbrella or Excess Liability Insurance. (If required to meet higher limits). Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- B. "Pay on behalf of" wording as opposed to "reimbursement";
- C. Concurrency of effective dates with primary policies.

Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Deductibles and Self-Insured Retention

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 retention as respects to the City, its officers, officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and Completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to the City.
6. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver or limitation of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before Work commences. Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Subcontractors

Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

20. ARBITRATION

Optional Arbitration; Applicable Law

In lieu of litigation of a dispute, the Contractor and City may agree to submit the dispute to binding arbitration so long as agreed by the parties in writing and approved in writing by the Board as an amendment to the Contract Documents. Except as provided below or as may be agreed upon by the parties in writing, (a) any such arbitration shall be governed by Code of Civil Procedure §§1280 et seq., and (b) the arbitration award must be supported by law and substantial evidence, and that the award may be vacated if not so supported, per Code of Civil Procedure Section 1296. Should any provision in this "Arbitration" section be found to be unenforceable, then such provision shall be severed and the parties agree that the remaining provisions shall be binding and enforceable as if adopted absent the unenforceable provision. Should the parties wish to modify any provision in this "Arbitration" section, the parties may do so.

Selection of Arbitrator

If the parties agree to binding arbitration, upon notification of a party's election to proceed with arbitration under this section, the parties shall have thirty (30) days to jointly select an arbitrator. In the event that the parties are unable to reach an agreement as to the selection of an arbitrator, an arbitrator will be selected from the American Arbitration Association's panel of construction arbitrators. There shall be no limit on the number of arbitrators that a party can disqualify with respect to the American Arbitration Association's list of arbitrators.

Amount in Controversy/Discovery

If the parties agree to arbitration, the following would apply:

1. If the amount in controversy is less than \$50,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of one deposition (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
2. If the amount in controversy is equal to or greater than \$50,000 but less than \$150,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of no more than three depositions (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
3. If the amount in controversy is equal to or greater than \$150,000, then all discovery rules contained in the California Civil Discovery Act, Code of Civil Procedure Section 2016, et seq., shall apply to the arbitration, except each party will only be allowed to propound no more than fifty (50) special interrogatories, and no requests for admissions shall be permitted.

The above deposition limits shall not be applicable to expert depositions. Experts shall be designated and deposed in accordance with Code of Civil Procedure §2034.

Procedure/Evidence

If the parties agree to arbitration, the following would apply:

1. General and specific rules of trial procedure and evidence as set forth in the California Code of Civil Procedure and the California Evidence Code, respectfully, shall apply except that the arbitrator may admit any relevant evidence which he believes should be afforded consideration.
2. Motions for summary judgment and/or summary adjudication of issues shall be permitted only if the amount in controversy is equal to or greater than \$50,000. Motions for summary judgment and/or summary adjudication of issues shall be heard in accordance with the Federal Rules of Civil Procedure, Rule 56. The arbitrator shall also have the authority to decide specific legal and/or factual issues by way of a motion for summary judgment and/or summary adjudication of issues regardless of whether or not such resolve a cause of action.
3. Demurrers and motions for judgment on the pleadings shall not be allowed. The arbitrator shall review the pleadings and, in the arbitrator's sole discretion a dismissal and/or amendment of a pleading can be ordered.
4. The arbitrator shall conduct a pre-arbitration conference for purposes of coordinating the arbitration. At the pre-arbitration conference, all of the following issues shall be addressed: procedural matters, exchange of exhibits, witness lists, motions in limine, arbitration briefs, and the potential for narrowing issues and/or factual disputes by stipulation or by bifurcating the arbitration. The arbitrator can bifurcate specific factual and/or legal issues in addition to causes of action.
5. The arbitrator will close the arbitration hearing after presentation of the evidence and receipt of final briefs, which must be submitted within twenty (20) days from the final presentation of evidence. The time limit within which the award must be filed begins with the closing of the hearing.
6. The arbitrator may for good cause reopen the hearing through request of either party, at any time, before the award is made and/or legal issues in addition to causes of action.
7. The arbitrator's award must be mailed promptly to the parties, but no later than thirty (30) days after the closing of the hearing. The award will be based upon the evidence introduced at the hearing, including all logical and reasonable inferences made therefrom. Pursuant to Code of Civil Procedure Section 1296, the arbitration award must be supported by law and substantial evidence, or else it may be vacated. The arbitrator may grant any remedy that is just and equitable.

Joinder

No arbitration in which the parties elect to participate that arises out of or relates to the contract documents shall include by consolidation, joinder, or any other manner any other person or entity who is not a party to this contract unless:

1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
3. the written consent of the other person or entity sought to be included and of City and Contractor has been obtained for such inclusion, which consent shall make specific reference to this section; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

Costs and Fees

Prior to a decision being rendered in any arbitration, the parties shall split the arbitrator's fees and be responsible for the prompt payment thereof.

Conclusiveness of Judgment

Any arbitration award will be final and binding and there is no direct appeal from the award on the grounds of error in the application of the law or based upon the arbitrator's interpretation of the facts presented. The only reasons for challenging an arbitrator's award are those set forth in the Code of Civil Procedure, Section 1286.2(a), (b), (c) and/or (f), and Section 1296 (failure to base the award on applicable law and substantial evidence). If any party other than the City seeks to challenge the arbitrator's award pursuant to these Code of Civil Procedures sections, such party must post a bond in the amount of 150% of the arbitrator's award (including the award of costs and fees).

Duration

From the time any arbitration proceedings are initiated, such proceedings must be completed within six (6) months, unless (1) the amount in controversy equals or exceeds \$150,000, the arbitration must be completed within one year or (2) the arbitrator extends the completion period for good cause or based upon the stipulation of the parties. Arbitration proceedings shall be deemed initiated upon the appointment of the arbitrator.

21. HOURS FOR PERFORMANCE

Working hours for the construction project will be 7:00 a.m. to 4:00 p.m. on any Working Day. Contractor is to take into special consideration that the nature of the Work is located in public areas and facilities. As such, all work will not disrupt or conflict with public activities.

CITY OF MISSION VIEJO

PROPOSAL

**ANNUAL MAINTENANCE PROGRAM FOR THE
PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING
MAINTENANCE AND ELECTRICAL REPAIR**

TO **CITY OF MISSION VIEJO**, as AGENCY:

In accordance with AGENCY's "Notice Inviting Bids", the undersigned bidder ("BIDDER") hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated Contract as set forth in the Plans, Specifications, and Contract Documents therefor, and to perform all Work in the manner and time prescribed therein.

BIDDER declares that this proposal, including the bid sheets, the subcontractor list, the non-collusion declaration, the Iran Contracting Act declaration, and a sufficient funds declaration ("Proposal") is based upon careful examination of the Work site, Plans, Specifications, Notice Inviting Bids, Instructions to Bidders, and other Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into the Contract with AGENCY at the unit and/or lump sum prices set forth in this Proposal. BIDDER understands that failure to enter into the Contract in the manner and time prescribed will result in forfeiture to AGENCY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire Work, that any estimated quantities set forth in the Proposal are solely for the purpose of comparing bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily Completed. It is agreed that any unit and/or lump sum prices in the Proposal include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

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

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

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

PROPOSAL CONDITIONS

1. General Information

The City of Mission Viejo will receive at the office of the City Clerk in the City Hall of said City at the time and on the date shown in Notice Inviting Sealed Bids, which is attached hereto and made a part hereof, sealed proposals for the work described in these Specifications.

2. Proposal Form

All proposals must be made upon the enclosed proposal forms. All proposals must give the prices proposed in figures and must be signed by the bidder with his address. If the proposal is made by an individual, their name and post office address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles and business addresses of the President, Secretary, and Treasurer.

3. Bidder's Bond

All proposals shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check or bidder's bond (10% of the contract amount) made payable to the City of Mission Viejo for an amount not less than \$5,000.00, and no proposal shall be considered unless such cash, certified check, or bidder's bond is enclosed therewith.

4. Bidder's Statement

Bidder shall complete the Bidder's Statement indicating the name of bidder, address and whether bidder is an individual, partnership or corporation. It shall be signed by the individual, a partner, or an officer of the corporation empowered to execute contracts for the corporation.

5. Changes or Alterations

Should a bidder find discrepancies in or omissions from the Specifications or other documents or should be in doubt as to their true meaning, they may request interpretation from the Maintenance Services Manager. Any interpretation or changes in the proposed documents will be made only by addendum issued to each person to whom specifications have been issued and shall become part of the proposal.

6. Delivery of Proposals

Proposals shall be enclosed in envelopes with bidder's name and address plainly marked in the upper left-hand corner and the title of the proposal marked on the bottom left-hand

corner. Proposals may be sent through U. S. Mail or delivered by messenger to the office of the City Clerk. The bidder will be solely responsible for their proposal being received by the closing time.

7. **Rejection of Proposals**

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

8. **Award of Contract**

The award of contract, if it were awarded, will be to the lowest and most responsible bidder by the City Council, within ninety (90) days after the opening of proposals.

9. **Examination of Specifications and Sites of Work**

The bidder is required to examine carefully the Specifications for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quantities of work to be performed, and materials to be furnished, and as to the requirements of the Specifications and the Contract. It is mutually agreed that submission for a proposal shall be considered prima facie evidence that the bidder has made such examination.

10. **Non-Collusion Affidavit**

Bidder shall complete the Non-Collusion Affidavit that is attached hereto and made part of these Specifications. The affidavit shall be submitted with the bidder's proposal.

11. **Insurance Form**

Insurance verification form must be submitted with bid.

12. **Basis of Award**

The basis of contract award will be on bid price, evaluation of the respective bidder's experience and performance based on verification of reference checks. The City reserves the right to award this contract on the evaluation and rating of all of the selection criteria and will make the final selections on the firm that best meets the City of Mission Viejo needs.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone: () _____

E-mail _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Department of Industrial Relations (DIR) Registration Number _____

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

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

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this Proposal are as follows:

LIST OF SUBCONTRACTORS

All Contractors (and sub-contractors) must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts before bid/proposal submission. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

BIDDER proposes to subcontract certain portions of the work, as follows *[NOTE: There is no need to require listing of suppliers under Public Contract Code §4104. If suppliers are listed, it makes compliance with the 50% rule (Greenbook, §2-3.2) difficult to ascertain.]*:

Name of Subcontractor	Contractor's License #	DIR PWCR#	Address/Phone # of Office, Mill or Shop	Percent of Total Contract	Bid Items (List % of Bid Item if Portion Only)

If more space is needed to list subcontractors, please copy this page and fill out.

**CITY OF MISSION VIEJO
PUBLIC SERVICES DEPARTMENT**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or Completing any contract for construction.

1. Have you ever been disqualified from any contract?

Yes No

2. If yes, explain the circumstances:

Signature of Bidder

PROPOSAL

IN WITNESS WHEREOF, Bidder executes and submits this Proposal with the names, titles, hands and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

Subscribed and sworn to this _ day of _____, 20__.

NOTARY PUBLIC _____

AGENCY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title: _____

Signature of Notary Public

(SEAL)

(10% of the Proposed Amount)

CITY OF MISSION VIEJO

BID BOND

**ANNUAL MAINTENANCE PROGRAM FOR THE
PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING
MAINTENANCE AND ELECTRICAL REPAIR**

(To be submitted by bidder with its bid)

KNOW ALL MEN BY THESE PRESENTS that we _____
_____ as “Principal/Bidder,” and _____
_____ as “Surety,” are held and firmly bound unto City of Mission Viejo as “Agency” in
the penal sum of _____ Dollars (\$ _____), for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal/Bidder submitted to the Agency
a certain Proposal, attached hereto and hereby made a part hereof, to enter into the written Contract
for the _____ work of improvement and will furnish all
required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Proposal shall be rejected; or in the alternate, if said Proposal shall be
accepted, and the Principal/Bidder shall execute and deliver a contract in the prescribed Form of
Agreement, shall deliver certificates evidencing that the required insurance is in effect and shall
execute and deliver Performance and Payment Bonds in the forms prescribed, and shall in all other
respects perform the agreement created by the acceptance of said Proposal, then this obligation shall
be void; otherwise, this obligation shall remain in force and effect, it being expressly understood and
agreed that the liability of the Surety for any and all default of the Principal/Bidder hereunder shall
be the amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and
its bond shall in no way be impaired or affected by an extension of the time within which the Agency
may accept such a proposal; and said Surety does hereby waive notice of any such extension.

BID BOND (Page Two)

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal/Bidder) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF SURETY OFFICIALS MUST BE NOTARIZED

BOND APPROVED AS TO FORM:

William P. Curley III
City Attorney
City of Mission Viejo

ACKNOWLEDGEMENT

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

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
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 law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CITY OF MISSION VIEJO

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)**

**ANNUAL MAINTENANCE PROGRAM FOR THE
PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING
MAINTENANCE AND ELECTRICAL REPAIR**

(To be executed by bidder and submitted with its bid)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

Notification to All Contractors and Grantees (EO Paragraph #3)

[DATE], 20__

[Name
Here] [Title
Here]
[Name of Business or Organization]
[Address line 1]
[Address line 2]

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia’s Actions in Ukraine

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor’s authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,

[Name]
[Title]

CITY OF MISSION VIEJO

**SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)**

**ANNUAL MAINTENANCE PROGRAM FOR THE
PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING
MAINTENANCE AND ELECTRICAL REPAIR**

(To be executed by bidder and submitted with its bid)

Owner: City of Mission Viejo

Contract:

**ANNUAL MAINTENANCE PROGRAM FOR PARK, RIGHT-OF-WAY, AND FACILITY
LIGHTING MAINTENANCE AND ELECTRICAL REPAIR**

I, _____, declare that I am the _____ *[insert title]* of _____ *[the entity]*, the entity making and submitting the bid for the above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ *[the entity]* to comply with all local, state or federal labor laws or regulations during performance of the Contract, including payment of prevailing wage, and that _____ *[the entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____ 20__, at _____ *[city]*, _____ *[state]*.

Date: _____

Signature

Print Name: _____

Print Title: _____

**CITY OF MISSION VIEJO
PROPOSAL BID SHEET**

**PARK, RIGHT-OF-WAY, AND FACILITY
LIGHTING MAINTENANCE AND ELECTRICAL REPAIR**

**BASE BID
SHEET A
REMOVE AND REPLACE**

Item No.	Description	Estimated Quantity	Unit Cost	Total
1#	LED Replacement Lamp (Ballast Bypass) Detail A	1	\$	\$
2#	LED Replacement Lamp (Ballast Bypass) Detail B	1	\$	\$
3#	LED Replacement Lamp (Ballast Bypass) Detail C – Include lift	1	\$	\$
4#	LED Replacement Lamp (No Ballast Bypass) Detail A	1	\$	\$
5#	LED Replacement Lamp (No Ballast Bypass) Detail B	1	\$	\$
6#	LED Replacement Lamp (No Ballast Bypass) Detail C – Include lift	1	\$	\$
7*	Athletic field lighting maintenance 1500W Musco Metal Halide Bulb – includes lift	30	\$	\$
8**	Monthly sewer lift station inspection & maintenance	3 stations	\$	\$
Total Cost All Items and Estimated Quantities Written in Words: _____				Total Written in Figures
_____				\$

#Remove and Replace; includes all labor and materials

*Refer to Special Provision – Athletic Field Lighting Maintenance

**Refer to Special Provisions & Form G

Bid prices to include all associated labor, materials, and incidentals.

NOTE: *Quantities listed are estimates and are for bidding purposes only. Actual quantities will vary.*

**CITY OF MISSION VIEJO
PROPOSAL BID SHEET**

**PARK, RIGHT-OF-WAY, AND FACILITY
LIGHTING MAINTENANCE AND ELECTRICAL REPAIR**

**BASE BID
SHEET B
REMOVE AND REPLACE**

Item No.	Description	Detail	Estimated Quantity	Unit Cost	Total
1#	Fixture/pole footing	A	1	\$	\$
2#	Parking lot fixture/pole/footing	C	1	\$	\$
3*	Stainless steel meter pedestal USP16-M2100-112CTB-SCE-SS	E	1	\$	\$
4*	Stainless steel meter pedestal USP16-M2100-112CTB-SDGE-SS	E	1	\$	\$
5#	Time switch – Intermatic T103		1	\$	\$
6#	Photocell switch – Intermatic K4021C		1	\$	\$
7#	GFI 15amp duplex receptacle		1	\$	\$
8**	Install scroll work on street light poles – includes aerial lift	1 single	1	\$	\$
9**	Install scroll work on street light poles – includes aerial lift	1 double	1	\$	\$
Total Cost All Items and Estimated Quantities Written in Words: _____ _____ _____					Total Written in Figures \$

NOTE: Quantities listed are estimates and are for bidding purposes only. Actual quantities will vary.

#Remove and Replace; includes all labor and materials, and any equipment rental(s)

*Contractor will be replacing meter pedestals and will need to coordinate with SDG&E and SCE for possible meter shutdown. Pedestals to be replaced are of a different manufacturer. Contractor will include all materials, labor, and incidentals in bid.

**City will provide contractor with architectural scroll work for street lights. Price includes the following: Contractor to coordinate pickup of material at City Corp Yard; Contractor to provide all necessary traffic control – arrow board required.

All bid prices to include all associated labor, materials, incidentals, and associated traffic control, including electronic arrow board.

**CITY OF MISSION VIEJO
PROPOSAL BID SHEET**

**PARK, RIGHT-OF-WAY, AND FACILITY
LIGHTING MAINTENANCE AND ELECTRICAL REPAIR**

**BASE BID
SHEET C**

HOLIDAY LIGHTING INSTALLATION, MAINTENANCE AND REMOVAL

Item No.	Location	Number of Trees	Unit Cost	Total
1	La Paz/Chrisanta intersection	20	\$	\$
2	La Paz Median (Base of tree only)	28	\$	\$
3	La Paz/Marguerite intersection	8	\$	\$
4	La Paz Sidewalk	12	\$	\$
5	Weekly Nighttime Inspections (for items 1-4, & 7 for five weeks)		Weekly rate	\$
6	Daily rate for aerial lift and traffic control to perform items 1-4, & 7 – includes arrow board		Daily rate	\$
7	Installation, maintenance and removal of holiday lights at Civic Center (see exhibit A)	Per Exhibit A	Lump Sum	\$
8	Holiday Lighting Installer/Maintenance/Technician		Hourly	\$
Total of all Unit Costs Written in Figures				\$
Total of all Unit Costs Written in Words: _____				

NOTES:

The City of Mission Viejo will provide lights.
Refer to Special Provision – Holiday Lighting Installation Maintenance and Repair.
The City reserves the right to modify the actual quantity of work as necessary.
Contractor will be compensated for actual approved work performed based on unit prices.
Quantities listed are estimates and are for bidding purposes only. Actual quantities will vary.

At the City’s sole discretion, the City may elect to compensate contractor for holiday lighting work based on hourly rates and actual time worked.

Bid prices to include all associated labor, materials, and incidentals.

**CITY OF MISSION VIEJO
PROPOSAL BID SHEET**

**PARK, RIGHT-OF-WAY, AND FACILITY
LIGHTING MAINTENANCE AND ELECTRICAL REPAIR**

**BASE BID
SHEET D**

Description	Hourly Rate	Column A Estimated Quantities	Emergency After-Hours Rate	Column B Estimated Quantities	Total Cost (Hourly Rate x Column A) + (Emergency After-Hours Rate x Column B)
Lighting maintenance	\$	600/hr	\$	30	\$
Electrical trouble-shooting	\$	600/hr	\$	30	\$
Electrical repair	\$	600/hr	\$	30	\$
Journeyman (new construction)	\$	300/hr	\$	30	\$
Laborer	\$	300/hr	\$	30	\$
Total Cost all Items and Estimated Quantities Written in Figures					\$
Total Cost all Items and Estimated Quantities Written in Words: _____ _____					

Total of all costs and estimated quantities on Proposal Bid Sheets A, B, C and D:

Total Bid \$ _____

Total of all costs and estimated quantities on Proposal Bid Sheets A, B, C and D **written in words:**

*Hourly rates will include all vehicles, tools, incidentals, and contractor's overhead.

All costs quoted herein on this bid form shall be effective for ninety (90) days after official bid opening. **24-hour, 7-days-per-week (including holidays) emergency response is required.**

Initial Annual Contract Period will be for twenty-four (24) months from July 1, 2023 through June 30, 2025.

Proposals will be awarded as noted in the Notice Inviting Bids section of Book 1, page NIB-1.

NOTE: The City will use the Base Bid as only one of the factors in determining the lowest responsible bidder. The City will also consider references, past performance on paperwork, billing, fieldwork and office personnel.

It is understood that the City may or may not elect to exercise an extension to renew this contract for one (1) additional term of two (2) years on a renewal basis, contingent upon satisfactory work of Contractor. The City will not authorize and the City Council may not approve more than a maximum two percent (2%) increase per year on the calculated Initial Annual Contract Period.

1. Will this extension be granted by the vendor? ____ Yes ____ No
2. The actual amount of the contract will be determined by the City Council adopted budget. The actual work efforts will be based on as needed services throughout the term of the contract and available funding.

The City will determine the low bidder in the manner stated in the Notice Inviting Bids. Contractor agrees that his bid, or any bid item, will not be invalidated by such determination.

In case of a variation between the unit price and the totals shown by Bidder, the unit price will be considered to be the bid.

The Contractor shall complete this Proposal Bid Sheet for use only by Agency for comparison of bids and compensation to the Contractor for this project. The estimated quantities and itemized descriptions listed in the Proposal Bid Sheets are supplied to give an indication of the general size of the work. Unit prices are intended to be the basis additions, deletions or substitutions to the work, if required. The accuracy of the estimated quantities is not guaranteed. The Bidder shall make his own estimate from information included in the contract documents and from field inspections. **The Work to be performed shall include, but not be limited to, the items described. The bid shall include the furnishing of labor, services, tools, equipment, materials, appurtenances, and incidentals necessary to install or Complete all Work contemplated per the plans and specifications. Any Work required per the plans and specifications for which there is no specific bid item shall be considered as included in the various bid items of Work (unless listed by bidder under miscellaneous elements) and no additional compensation will be allowed therefor.** The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work that may be deemed necessary or expedient by the City.

NOTE: The City places special emphasis on the presence of the Contractor's representative at all times while Work is being performed. A representative from the prime Contractor shall be present at all times. The Contractor must include this cost in its bid. Failure to have the prime Contractor's representative present in accordance with Section 7-6 of the Standard Specifications shall result in the deduction of \$1,000 per day from progress payments to the Contractor. The unit quantities listed in the Proposal Bid Sheet are approximate only. Upon Completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Proposal Bid Sheet, the Contract Unit Prices will prevail subject to the provisions of Subsection 3-2.2.1 (unless otherwise specified). Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after is has been placed and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the amount of ten percent (10%) of the total amount bid.

Bidder's Name _____

Telephone No. _____

It is understood and agreed that:

1. The undersigned has carefully examined all contract documents which will form a part of the Contract; including, the Notice Inviting Bids, the Instruction to Bidders, the Proposal, the Information Required of Bidders, the Agreement, the Faithful Performance Bond, the Labor and Material Bond, the Specifications including Conditions of the Contract and Technical Provisions.
2. The undersigned has, investigated the site of the work and otherwise, and is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and further understands that the City of Mission Viejo will be in no way responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees, acknowledges and is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of this Contract if it is awarded to the undersigned.

The undersigned will begin work after Notice of Award has been given as herein specified and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified. The undersigned will execute the Agreement and furnish the required statutory bonds and Certificates of Insurance within the period of time specified in the Instructions to Bidders.

5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive, or made in the interest or in behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure any advantage over any other bidder.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which the undersigned submitted a bid. The awards for such work are to be entirely at the discretion of the City of Mission Viejo after evaluation of the bids as submitted.

The undersigned agrees that the City of Mission Viejo shall recover or retain as liquidated damages all amounts equal to the ten percent (10%) of the total amount of the award made, all in accordance with the foregoing stipulations, in the event the undersigned fails to execute a Contract and furnish the required bonds and insurance therefor within the time provided.

7. Submission of a bid will be deemed a binding offer to enter into the attached contract on the terms contained therein for 90 days from the bid opening.

Respectfully submitted,

Contractor's Business Name

By

Business Address

Title

City, State, Zip

Business Phone Number

Date

Bidder shall signify receipt of all Addenda here, if any:

Addendum No.

Date Received

Bidder's Signature



City of Mission Viejo

200 Civic Center
Mission Viejo, CA 92691
Phone (949) 470-3059

purchasing@cityofmissionviejo.org

Vendor Approval Application

Please type or print in black ink. All vendor information must be complete and application must be signed. A signed Form W-9 must accompany this application.

Name of City Employee requesting this information: _____

Business Information:

*Company Name _____

*Address _____ *Suite _____

*City _____ *State _____ *Zip _____

*Contact Name/Title _____ Email _____

*Phone (_____) _____ *Website _____

Accts Receivable Contact Name _____ E-Mail _____

*Remit Address _____ *State _____ *Zip _____

Accts Receivable Phone _____

Where is your DBA registered? _____

Year Established _____ Incorporated: Year _____ State _____

Product or Services provided _____

Standard Terms:

Net 30 2% 10 Net 30 Other _____

Current California License or Certifications(s) (Examples: Contractor, Instructors, Health Dept, Architectural, Sports/Fitness, etc.):

Type _____ Number _____

Type _____ Number _____

Type _____ Number _____

DIR Registration (if applicable) _____ Number _____

Company Ownership:

Sole Proprietorship Partnership Corporation Other (please indicate) _____

*Information is subject to disclosure under the Public Record Act

Principal Ownership or Corporate Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

References:

Please list three companies with whom you are currently doing business

Company Name _____ Phone () _____

Address _____ Suite _____

City _____ State _____ Zip _____

Company Name _____ Phone () _____

Address _____ Suite _____

City _____ State _____ Zip _____

Company Name _____ Phone () _____

Address _____ Suite _____

City _____ State _____ Zip _____

Do you have a relationship with any existing City of Mission Viejo employee, Commissioner, Council member or Board member? YES NO If yes, please describe relationship below:

Certification:

Under penalty of perjury, I certify that all information provided on this application is true and correct.

Signature of Company Officer _____ Title _____

Please Print Name _____ Date _____

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding because you did not report all your interest and dividends on your tax return. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part 1 of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(f)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF MISSION VIEJO

AGREEMENT WITH FOR PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING MAINTENANCE AND ELECTRICAL REPAIR SERVICES OVER \$30,000 *(Insurance Required)*

THIS AGREEMENT is made and effective as of July 1, 2023, between the **City of Mission Viejo**, a California general law city and municipal corporation ("City") and _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on July 1, 2023, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding this limit on term, some duties and obligations may survive the termination, lapse, or completion of this Agreement. This contract may be renewed by mutual agreement of both parties for a term of one (1) 2-year period. This renewal is contingent upon satisfactory work being performed by the Contractor.

2. **SERVICES.** Contractor shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Contractor shall at all times faithfully, competently, and to the best of his or her ability, experience, and talent, perform all tasks described herein. Contractor represents to the City that it has the qualifications and equipment/technology necessary to competently and reasonably perform the tasks required by this Agreement. Contractor shall employ, at a minimum, generally accepted standards, practices, and equipment utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Contractor monthly in arrears, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ **Dollars** (\$_____) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth in **Exhibit A or Exhibit B**, which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council or, if pursuant to its authority, the City Manager, or their designee. Contractor shall be compensated for any

additional services in the amounts and in the manner as agreed to by City Manager or the City's representative and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$30,000, whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

c. Contractor shall submit reasonably detailed invoices monthly for actual services performed and, as applicable, equipment and materials acquired. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Contractor shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, with or without cause, in its sole discretion, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of the decision. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is suspended or terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of suspension or termination, provided that the work performed is of value to the City and consistent with the Agreement. Upon suspension or termination of the Agreement pursuant to this Section, the Contractor will, as a precondition to being compensated, submit an invoice to the City consistent with Section 4.

6. DEFAULT OF CONTRACTOR.

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a material default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or their delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without

further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, video and sound recordings, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

c. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

d. Notwithstanding anything to the contrary, Contractor, including all persons, firms, or entities with which it may interact, shall provide City all records pursuant to the California Public Records Act at City's request. This duty and obligation shall survive the lapse, termination, or completion of this Agreement. No cost shall be charged to the City related to compliance with this provision.

8. INDEMNIFICATION. The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, consultants, employees, attorneys, agents, and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, consultants, employees, attorneys, agents, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City. This section shall, without limitation, survive the termination, lapse, or completion of this Agreement.

9. INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property

which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Contractor agrees to provide insurance in accordance with the requirements set forth in **Exhibit C**. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so. This duty or obligation shall survive the lapse, termination, or completion of this Agreement.

10. INDEPENDENT CONTRACTOR.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor having only the contractual duties and obligations agreed upon as memorialized in this Agreement. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against or for City, or bind City in any manner, whether in law or equity.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay, nor be deemed to have paid or delivered salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Contractor shall keep itself informed of all County, State, and Federal laws and regulations, which in any manner affect its requirements under this Agreement, and those employed by it or in any way affect the performance of its service, duties, and obligations pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, its officers, officials, employees, attorneys, agents, and volunteers shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section. This section shall survive, without limitation, the termination, lapse or completion of this Agreement.

12. RELEASE OF INFORMATION.

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors shall not, without written authorization from the City or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City prior notice of such court order or subpoena.

17. **LITIGATION.** Any litigation concerning this Agreement commenced by a Party or any person, firm or entity claiming under Contractor shall be filed and have venue in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, direct or implied, are merged into this Agreement and shall be of no further force or effect. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Each Party has had the opportunity to have this Agreement reviewed by independent legal counsel of its own selection and is not relying on any representations, opinions, or advice of the other Party.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrant and represent that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. Contractor agrees that the person executing this Agreement is an authorized agent of Contractor with the power to bind Contractor to this Agreement.

ACKNOWLEDGMENT

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

State of California
County of _____

On _____, before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

TASKS TO BE PERFORMED

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the Specifications and Contract Documents for the lighting maintenance and electrical repair within Parks, Right-of-Way, and Facilities for the City of Mission Viejo.

The general items of Work to be done hereunder consist of:

1. Facility, Parks, and Right-of-Way lighting, maintenance, and electrical repair, athletic field lighting, maintenance and repair.
2. Respond to electrical emergencies 24 hours a day, 7 days a week.
3. Sewer Lift Station repair and maintenance.
4. Facility, Parks, and Right-of-Way lighting inspection.
5. Holiday lighting installation, maintenance, removal, and storage.

This is to include any and all Addendums issued during the bidding process, including, but not be limited to: all Addendums issued by the City of Mission Viejo regarding the required participation and compliance with Senate Bill 854 relative to the Department of Industrial Relations registration and associated requirements.

In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations are on file in the office of the City Clerk of the **City of Mission Viejo**. It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to pay not less than said specified rates to all workmen employed by them in the execution of the Contract.

This contract is subject to compliance registration, monitoring and enforcement by the Department of Industrial Relations (DIR) and all related requirements of Senate Bill 854 (Labor Codes §§1715.5, 1725.5, 1771.1, 1771.1a and 1771.4). A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to requirements of Public Contract Code Section 4104, nor shall it be qualified to enter into, or engage in the performance of, any contract of public work, unless it is currently registered and qualified under Labor Code Section 1725.5 to perform public work (as "public work" is defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code). [Note: Required in the Notice by Labor Code §1771.1(b).]

EXHIBIT B
PAYMENT SCHEDULE

Net 30 days.

EXHIBIT C

INSURANCE REQUIREMENTS

The following coverages will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein. Contractor agrees to submit insurance coverages described herein and obtain approval of such coverages by the City before any work is performed pursuant to this Agreement.

Commercial General Liability Insurance. Contractor shall obtain and furnish to City a policy of general liability insurance against any and all claims arising out of or in connection with the work performed for this Project. Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01. Contractor shall provide coverage in an amount not less than two million dollars (\$2,000,000.00) per occurrence for all coverages, and four million dollars (\$4,000,000.00) general aggregate. The policy must include contractual liability that has not been amended. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds, covering both ongoing and completed operations, using ISO additional insured endorsement forms CG 20 10 and CG 20 37, or similar form(s). Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Business Auto Liability Insurance. Contractor shall obtain and furnish to City a business auto liability policy covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident. Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto).

Workers' Compensation/Employer's Liability. Contractor acknowledges awareness of Section 3700 *et seq.* of the *California Labor Code*, which requires every employer to be insured against liability for workers' compensation. Contractor covenants that it shall comply with such provisions prior to commencement of this Agreement. Contractor shall obtain and furnish to City workers' compensation insurance per statutory limits and employer's liability insurance in an amount not less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of subcontractors' employees. Contractor shall furnish to City a waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation. If Contractor is a sole ownership/ proprietorship and does not have any employees, Contractor shall certify such facts to the City by completing a "Declaration of Non-Employer Status" declaring such and worker's compensation coverage shall not be required.

Umbrella or Excess Liability Insurance. (If required to meet higher limits). Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the

following terms and conditions:

- A. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- B. “Pay on behalf of” wording as opposed to “reimbursement”;
- C. Concurrency of effective dates with primary policies.

Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer’s liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies

Contractor and City further agree as follows:

1. This Exhibit supersedes 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 Exhibit.
2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver or limitation of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
5. For purposes of insurance coverage only, this Agreement will be deemed enforceable immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit

Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor hereby irrevocably waives all rights of subrogation against City.

7. Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized to do business in the State of California and which hold a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications without approval of the City prior to the execution of this Agreement and a separate writing that specifies the terms, conditions, duties, and obligations of the subject self-insurance program.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.
9. Contractor agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement(s) to Contractor's general liability policy using ISO forms CG 20 10 and CG 20 37, or similar form(s) as determined by Risk Management staff. Contractor shall also provide a waiver of subrogation endorsement to Contractor's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and all policies must be endorsed accordingly. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City upon request.
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. Such proof will be furnished at least two weeks prior to the expiration of the coverages; failure to do so shall be deemed a material breach of this Agreement and may subject this Agreement to termination or the City unilaterally replacing the policy(s) at Contractor's sole expense, without prior notice.
11. Contractor's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City. The City may require evidence of financial security if deductibles or self-insured retentions are part of the Contractor's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Contractor of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.
13. Contractor agrees to require all subcontractors or other parties hired for this project to provide proof of insurance coverage as outlined above before work is performed by said subcontractors or other parties pursuant to the Agreement. Contractor agrees to obtain

certificates evidencing such coverage and to ensure that such coverage is provided as required herein. Contractor agrees to require that no contract used by any subcontractor or contracts Contractor enters into on behalf of City will reserve the right to charge back to City the cost of insurance required by this agreement. Contractor agrees that upon request all agreements with subcontractors or others with whom Contractor contracts with on behalf of City will be submitted to City for review for competency with this Agreement. Failure of City to request copies of such agreement will not impose any liability on City, or its employees, officers, officials, agents, and volunteers, nor does it waive or limit City's right to subsequently ask for the copies.

14. If Contractor is a Limited Liability Company, general liability coverage must be amended, to City's reasonable satisfaction, so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor or recommend the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.
17. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Premium \$ _____
Premium will be based on final contract amount

Bond No. :

**CITY OF MISSION VIEJO
FAITHFUL PERFORMANCE BOND**

**PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING
MAINTENANCE AND ELECTRICAL REPAIR SERVICES**

THAT, WHEREAS, the City of Mission Viejo, State of California, entered into a contract dated _____, 20____, hereinafter called "Contract," with _____ (name and address of contractor), hereinafter called "Principal," for the work described as follows:

**PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING MAINTENANCE AND ELECTRICAL
REPAIR SERVICES**

and

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

NOW, THEREFORE, WE, the Principal and _____, duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Mission Viejo in the penal sum of _____ Dollars (\$_____), lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said City of Mission Viejo under the terms of the Contract for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if said Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract, and in any alteration thereof made as therein provided, on its part to be kept and performed, at the time and in the intent and meaning, and shall indemnify, and save and hold harmless the City of Mission Viejo, its officers, officials, employees, agents, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorney's fees incurred by the City of Mission Viejo in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered

Premium \$ _____
Premium will be based on final contract amount

Bond No. :

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20_____.

(Seal)

(Seal)

SURETY:

PRINCIPAL:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Premium \$ _____
Premium will be based on final contract amount.

William P. Curley, III
City Attorney, City of Mission Viejo

Premium \$ _____
Premium will be based on final contract amount

Bond No. :

**CITY OF MISSION VIEJO
LABOR AND MATERIAL PAYMENT BOND**

**PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING
MAINTENANCE AND ELECTRICAL REPAIR SERVICES**

THAT, WHEREAS, the City of Mission Viejo has awarded to _____
_____ (name and address of contractor),
hereinafter called "Contractor," a contract for the work described as follows:

**PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING MAINTENANCE AND
ELECTRICAL REPAIR SERVICES**

and

WHEREAS, said Contractor is required by the provisions of Sections 3247-3252 of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor as Principal, and _____
_____, duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Mission Viejo, California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid Contract and referred to in Title 15 of the Civil Code, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said City of Mission Viejo under the terms of the Contract for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if said Principal, its heirs, executors, administrators, successors and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Chapter 7 of Title 5 of Part 4 of Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety shall pay for the same in an amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay costs and reasonable expenses and fees, including reasonable attorneys' fees to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code.

Premium \$ _____
Premium will be based on final contract amount

Bond No. :

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____

(Seal)

(Seal)

SURETY:

PRINCIPAL:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Premium \$ _____
Premium will be based on final contract amount.

William P. Curley, III
City Attorney, City of Mission Viejo

CITY OF MISSION VIEJO

**COMPENSATION INSURANCE CERTIFICATE
[PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING MAINTENANCE AND
ELECTRICAL REPAIR**

Pursuant to Section 1861 of the State Labor Code (amended by Stats. 1979, C.373, p. 1343), before beginning the Work, the Contractor shall furnish to the City Engineer a certificate of insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Before beginning the Work, the Contractor shall furnish to the City Engineer a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Contractor, prior to commencing work, shall sign and file with the City of Mission Viejo a certification as follows:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR

By: _____

Title: _____

Date: _____

Section 3700 of the State Labor Code reads as follows:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

(Amended by Stats, 1978, c. 1379, p. 4571)

Compensation Insurance Certificate

To be Submitted with Contract Agreement

CITY OF MISSION VIEJO

GENERAL SPECIFICATIONS

PARK, RIGHT-OF-WAY, AND FACILITY LIGHTING MAINTENANCE AND ELECTRICAL REPAIR

TERMS

The term of this agreement shall be in effect from July 1, 2023, through June 30, 2025. This contract may or may not be renewed by mutual agreement of both parties for one (1) two (2) year extension. City does not have to give reason if it elects not to renew. Prior to February 1 of the second year, contractor shall request renewal of contract. If City and contractor are unable to agree on a mutually acceptable contract, the agreement shall be terminated.

Specific items of work are outlined in the Special Provisions section (SP-1 to SP-4).

SCOPE OF WORK

The Work to be done consists of furnishing all permits, licenses, testing, materials, equipment, tools, labor and incidentals as required by the Contract Documents to construct the above-stated project, as well as any other duties or obligations of Contractor under the Contract Documents.

The general items of Work to be done hereunder consist of:

1. Facility, Parks, and Right-of-Way lighting, maintenance, and electrical repair, athletic field lighting, maintenance and repair.
2. Respond to electrical emergencies 24 hours a day, 7 days a week.
3. Sewer Lift Station repair and maintenance.
4. Facility, Parks, and Right-of-Way lighting inspection.
5. Holiday lighting installation, maintenance, removal, and storage.

WORK TO BE DONE

The work to be performed or executed under these Specifications consists of and includes supplying all labor, materials, and incidentals to provide lighting maintenance and electrical repair at various park sites, facilities, and public rights-of-way throughout the City of Mission Viejo.

PRESERVATION OF PROPERTY

The contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery and landscaping that are not to be removed and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway or street facilities, and any other improvements or facilities within adjacent to the work shall be protected from injury or damage, and the contractor shall provide and install suitable safeguards to protect such objects from injury or damage.

If such objects are injured or damaged by reason of the contractor's operation, they shall be replaced or restored at the contractor's expense to a condition as good as when the contractor entered upon the work or as good as required by the Specifications, if any such objects are a part of the work being performed, within forty-eight (48) hours of notification by City representative.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic.

The Contractor shall furnish, erect and maintain such fences, barriers, arrow boards, lights, warning devices and signs in compliance with the current "Manual of Traffic Controls, Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways" published by the State of California, Department of Transportation, or as may be deemed necessary by the Director of Public Works to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

RESPONSIBILITY FOR DAMAGE

The City of Mission Viejo, the City Council, or the Director of Public Services shall not be answerable or accountable, in any manner, for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance. The Contractor shall indemnify and save harmless the City of Mission, the City Council, and the Director of Public Services from any suits, claims or actions brought by a person or persons for or on account of any injuries or damage sustained in or arising from the work or in consequence thereof. The City may retain as much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforementioned.

NO PERSONAL INJURY

Neither the City Council, the Director of Public Services, nor any other officer or authorized assistant or agent, shall be personally responsible for any liability arising under this contract.

PERFORMANCE OF AT LEAST 50% OF THE WORK

Per Standard Specifications section 2-3.2, the Contractor must perform at least 50% of the Work itself.

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 48 hours notice to the Underground Service Alert by calling 1/800/422-4133.

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.

Southern California Gas Company 1919 South State College Anaheim, California 92803 Brad Morrison (714) 634-3061 bmorrison@semprautilities.com	Cox Communications 29947 Avenida de las Banderas Rancho Santa Margarita, California 92688 Sina Muckenfuss (949) 546-2485 sina.muckenfuss@cox.net
AT&T California 3939 East Coronado Street 2 nd Floor Anaheim, California 92807 Valentina Gipson 714-618-9132 vk3921@att.com	City of Mission Viejo Public Services Department 27204 East La Paz Road Mission Viejo, California 92692 (949) 470-3064
Southern California Edison 14155 Bake Parkway Irvine, California 92619 Todd Tate (949) 458-4419 todd.tate@sce.com	Santa Margarita Water District 26111 Antonio Parkway Rancho Santa Margarita, California 92688 Jeff McDonnell 949-459-6504 jeffm@smwd.com
El Toro Water District 24251 Los Alisos Lake Forest, California 92630 Brian Miller 949-837-7050 x224 bmiller@etwd.com	San Diego Gas & Electric 662 Camino De Los Mares SD1421 San Clemente, CA 92673 Dolphus D. Davis 949-369-4721 dddavis@semprautilities.com
Metropolitan Water District of So. Calif. Richard Ford (714) 577-5088	Moulton-Niguel Water District 27500 La Paz Road Laguna Niguel, California 92656 Matt Crowl 949-425-3527

The California Public Utilities Commission mandates that, in the interest of public safety, mainline 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 two (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 its operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above-referenced utility work to be done in conjunction with this project. The Contractor shall schedule its work and conduct its operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in its schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

SAN DIEGO REGIONAL WATER QUALITY REQUIREMENTS

The San Diego Regional Water Quality Control Board (SDRWQCB) has issued a permit, which governs storm water and non-storm water discharges resulting from municipal activities performed by or for the City of Mission Viejo (Permit No. R9-2002-0001. Copies of the Permit are available for review.)

In order to comply with the Permit requirements, the City of Mission Viejo in conjunction with the County of Orange has developed Drainage Area Management Plan (DAMP), which contains Model Maintenance Procedures with Best Management Practices (BMPs) that parties conducting the municipal activities must adhere to. These Model Maintenance Procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality.

Work performed under this CONTRACT shall conform to the Permit requirements, the DAMP, the City's Water Quality Ordinances, the Model Maintenance Procedures, applicable BMPs, and must be performed as described within all applicable Model Maintenance Procedures. The CONTRACTOR shall fully understand the Model Maintenance Procedures and BMPs applicable to activities that are being conducted under this CONTRACT prior to conducting them and maintain copies of the applicable Model Maintenance Procedures and applicable BMPs throughout the CONTRACT duration. In addition, the CONTRACTOR shall certify that he/she has trained all of its employees about the applicable Model Maintenance Procedures and applicable BMPs.

Evaluation of activities subject to DAMP requirements performed under this CONTRACT will be conducted to verify compliance with DAMP requirements and may be required through CONTRACTOR self-evaluation as determined by the City.

Failure to implement or comply with these requirements shall result in a Performance Deficiency Deduction of \$250 per occurrence. Contractor is also responsible for all damages and applicable fines from other agencies that are generated as the result of the contractor's work.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, or other waters will be encountered at various times 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 submitting a bid assumes all said risk.

The Contractor shall conduct his operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

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. 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 paragraph. Dewatering shall be accomplished by well points or some other method which will insure a dry hole and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act of 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of 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.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the most recent edition of the Standard Specifications for Public Works Construction, current Edition, including all supplements as written and promulgated by the Joint Cooperative Committee of the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications (the "Greenbook") are available from the publisher:

Building News, Incorporated
1612 South Clementine Street, Suite A
Anaheim, California 92802
(714) 517-0970

The section numbers of the City's General Provisions and Special Provisions coincide with those of the Standard Specifications for Public Works Construction. Only those sections requiring amendment or elaboration, or specifying options, are called out.

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 be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and perform all the work, involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Secretary of the Board of Directors and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all Subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep

accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprentice able occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade and if other Contractors on the public work site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules, and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the City to supply goods, services, or materials the Contractor or Subcontractors offer and agree to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professional Code arising from purchase of goods, services, or materials pursuant to the contract or subcontract. This assignment shall become affective when the City tenders final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Government Code Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State- or Federally-chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by City of Contractor's satisfactory completion of the contract. The form for this escrow agreement, as required by Public Contract Code section 22300, may be obtained from the City Attorneys' office.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

WATER POLLUTION CONTROL (NPDES COMPLIANCE)

The City of Mission Viejo in conformance with the City's National Pollutant Discharge Elimination System (NPDES) Permit, is dedicated to the elimination/reduction of water pollution as a result of construction projects. The Contractor shall comply with the items described in this section and construct those facilities as specified by these Contract Documents, as required by law, or as directed by the Engineer, as necessary to eliminate/reduce water pollution. Said items are intended to provide prevention, control, and abatement of water pollution into storm drain systems, streams, oceans, and other bodies of water as a result of the Contractor's operations. These items are supplemental to those required of the Contractor in Section 7-8 "Project Site Maintenance" of the Standard Specifications for Public Works Construction.

1. Concrete and Mortar Products:

The contractor shall prevent or reduce the discharge of pollutants into storm water or storm water systems from concrete waste by conducting washouts at appropriate off-site locations, performing on-site washouts in a designated area, and providing appropriate training for employees and subcontractors.

The Contractor shall store and mix dry and wet materials either off-site or under cover, away from drainage areas.

For washout of concrete trucks, the Contractor shall provide appropriate off-site locations or designated contained areas at least 50 feet away from storm drains, open ditches, streets, or streams.

The Contractor shall prevent run-off from designated washout areas by constructing a temporary pit or bermed area large enough to handle all produced liquid and solid waste. When concrete sets, break up and dispose of concrete in construction fills per direction of the soils engineer or dispose of it as solid waste and/or recycle.

The Contractor shall inform concrete suppliers and subcontractors of the designated washout locations and disposal sites for concrete and mortar products and shall be responsible for ensuring that all workers use it appropriately.

2. Construction Water:

The Contractor shall reduce or eliminate excessive construction water that may cause erosion and carry pollutants from the site. In addition, the Contractor shall:

1. Store construction water in leak proof tanks, located away from drainage systems.
2. Use construction water conservatively.
3. Whenever possible, dispose of excess water on-site, by allowing it to soak into the ground.

3. Saw cutting Water Runoff:

Saw cutting water runoff contains pollutants that must be contained and disposed of properly. The Contractor shall:

1. Prevent saw cut water runoff from entering catch basins, manholes, and storm drains.
2. Direct water into a temporary pit and dispose of the water by vacuuming the water into a truck and removing the water from the site.
3. Place drip pans or absorbent materials under saw cutting equipment when not in use.
4. Clean up spills with absorbent materials rather than burying. Dispose of absorbent material properly.

4. Housekeeping/Cleanup

The Contractor shall prevent pollution of storm water from cleanup and disposal operations by using good housekeeping methods. When fluids or dry materials spill, cleanup should be immediate, thorough, and routine. The Contractor shall never attempt to “wash them away” with water, or bury them. The Contractor shall report significant spills to the appropriate spill response agencies immediately. The Contractor shall recognize that different types of materials have

different disposal requirements and follow appropriate practices. The Contractor shall confine non-hazardous debris to dumpsters, covered at night or during wet weather, and take the debris to a landfill for recycling or disposal. The Contractor shall handle hazardous debris in accordance with specific laws and regulations and dispose of them properly. A separate permit may be required. Common hazardous debris found on construction sites are: Liquid residues from paints, thinners, solvents, glues, and cleaning fluids, leaching agents from lumber such as formaldehyde, arsenic, copper, creosote and chromium, motor oil, gear oil, antifreeze fluids, brake fluids, etc., and unused pesticides.

5. Sanitary Waste Management:

The Contractor shall prevent the discharge of sanitary waste into storm water systems by providing convenient, properly located, well-maintained facilities. The Contractor shall hire a licensed portable sanitary facility leasing company, which will clean the facilities regularly and keep them in good working order. The Contractor shall make sure that portable sanitary facilities are located on relatively level ground away from traffic areas, drainage courses, and storm drain courses, and storm drain inlets. The Contractor shall regularly inspect the facilities for any leaks, and have defective units replaced.

6. Vehicle and Equipment Management:

The Contractor shall use and maintain construction vehicles and equipment in a manner that prevents leaks and spills of fluids, contains wash waters, and controls off-site tracking. The Contractor shall not allow leaking vehicles and equipment on-site and shall inspect equipment and vehicles frequently for leaks and repair them immediately. The Contractor shall clean up spills and leaks promptly with absorbent materials, and shall not flush said spills with water.

The Contractor shall fuel, maintain, and repair vehicles and equipment off-site whenever possible and on-site only in designated areas. The Contractor shall prevent run-on and run-off from designated areas and provide cover as well as containment devices as necessary.

The Contractor shall wash vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. The Contractor shall use phosphate-free, biodegradable soaps, and limit steam cleaning to confined areas only.

When not in use, the Contractor shall store equipment and vehicles in designated, contained areas and place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g., paving equipment).

If the Contractor must drain and replace motor oil, radiator coolant, or other fluids on-site, uses drip pans or drop cloths to catch drips and spills. The Contractor shall collect all spent fluids, store in separate containers, and recycle whenever possible. Note: For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous waste.

Except as otherwise provided for in the Standard Specifications or elsewhere in these Special Provisions, full compensation for conforming to the requirements of this section including furnishing all labor, tools, equipment, and materials necessary for doing the work, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

NOTE: The City of Mission Viejo is a co-permittee with the County of Orange for the water discharge from the San Diego Regional Water Quality Control Board. The contractor will be held accountable and should make himself aware of all municipal activities procedures as part of the NPDES permit and program.

**CITY OF MISSION VIEJO
SPECIAL PROVISIONS**

**PARK, RIGHT-OF-WAY, AND FACILITY
LIGHTING MAINTENANCE AND ELECTRICAL REPAIR**

SCOPE OF WORK

The work to be completed herein consists of furnishing all labor, materials, tools, equipment and incidentals as required to facilitate the City of Mission Viejo's Park and Facility Lighting Maintenance and Electrical Repair.

LOCATION OF WORK

Location of work includes all parks, facilities and public rights-of-way within the City of Mission Viejo. Refer to Landscape Maintenance Contract Area Map for inventory. This will require the contractor to work in the public right-of-way. Due to the sensitive nature of the working environment, contractor shall protect the public at all times. Proper safety practices as well as approved traffic control (e.g., WATCH Manual) will be strictly enforced. Failure to provide a safe work environment or approved traffic control will result in a performance deficiency deduction of \$250 for each occurrence. Arrow board will be required when working in the public right-of-way.

TIME OF COMPLETION

Upon notification from the City of Mission Viejo Public Services Operations Manager or his designee, the contractor shall proceed immediately with the work. The intent is to finish all work in a professional manner according to the **Standard Specifications for Public Work Construction, the NEC, and the City of Mission Viejo Special Provisions**. The City of Mission Viejo will not tolerate projects that have been started and left idle. Work shall commence and proceed daily without interruption until completed. Failure to demonstrate acceptable progress as determined by City Inspector will result in a performance deficiency deduction of \$250 per occurrence.

EMERGENCY RESPONSE

Contractor shall have the capability and be required to respond to all electrical emergencies within the City of Mission Viejo during normal working hours (7:00 a.m. to 4:00 p.m.), Monday through Friday, as well as after-hours, 24 hours, 7 days per week (including holidays). Contractor shall provide the City with emergency on-call phone numbers and pager numbers. Failure to keep information current will result in a performance deficiency deduction of **\$250 per occurrence**.

Contractor shall have the capability of responding "on site" to electrical emergencies (determined by the City), within one (1) hour, unless otherwise noted. All pages shall be returned within fifteen (15) minutes. Failure to respond in specified time frames will result in a \$250 performance deficiency deduction per occurrence. Contractor will be required to be equipped with cellular phones and radios for optimum communication.

MATERIALS

All materials shall be installed new and of the same manufacturer as found unless otherwise approved by City representative. Materials must be listed and approved by the Underwriters' Laboratories (UL) and

shall bear the label showing said approval. Install all materials per manufacturer's recommendations as well as applicable codes, and provide installation instructions and manufacturer's cut sheet for all materials installed to the City Inspector.

WIRE SPLICING

Wire splicing such as in pullboxes and fixture handholes (access plates) shall be accomplished within waterproof connectors. Connectors shall be UL approved "3M Scotch Cast Weatherproof Splices," utilizing "barrel crimp compression splices." Scotch Coat will not be accepted.

PULLBOXES

All pullboxes for below-grade splicing or pull-throughs shall be concrete with lockable concrete lid embossed "electric." Pullboxes shall be flush to grade with 12" of $\frac{3}{4}$ " crushed rock below box.

SPECIFIC ITEMS OF WORK

Athletic Field Lighting Maintenance

Contractor shall be responsible for performing athletic field lighting maintenance as necessary. Typically, this is twice per year at the following park sites: Alicia Park, Youth Athletic Park, World Cup Soccer Center, Oso Viejo Park, Beebe Park, Curtis Park, Gilleran Park and all Recreation Centers. In the event that a particular fixture fails and is deemed hazardous by the City Representative, this will require mobilization and immediate repair. Additionally, those poles that double as a cell tower, the cell companies must be notified 48 hours prior to accessing poles.

Maintenance of the athletic field lighting will require contractor to provide aerial lifts to access fixtures. Due to location of poles and fixtures, it will be necessary for contractor to access lights within landscaped areas. Contractor shall protect turfgrass and/or landscaped areas at all times. It will be the contractor's responsibility to provide $\frac{3}{4}$ " **plywood** over the landscaped area prior to accessing with aerial lift. This will demand constant communication with City Representative to insure maintenance times do not conflict with other park activities.

Holiday Lighting Installation, Maintenance Repair

Upon notification from City Representative, contractor shall proceed with the annual holiday light installation. Various trees and locations throughout the City of Mission Viejo receive decorations. Refer to Bid Sheets for estimated quantities. The City maintains an inventory and map of locations and quantities of light strands and type per location. The contractor is responsible for storing lights at City facility, labeling each storage container, maintaining and keeping inventories and map locations current annually.

Contractor is responsible for weekly inspection of all holiday lighting once installed. This will include, but not be limited to, inspection and adjustment of all time-clocks and any repair to light strands as needed. Each circuit shall be monitored for actual amperage load and recorded on respective inventory maps.

Following the completion of the holiday lighting period, when notified by the City Representative, the contractor shall proceed with the removal and storage of all light strands.

Due to the hazardous location of the areas to be decorated, the contractor will be required to provide traffic control while working in the public right-of-way. All traffic control methods shall be in accordance with

the WATCH Manual and pre-approved by the City Representative. Actual light locations and installation will be approved by the City Representative prior to installation.

San Diego Regional Water Quality Requirements

The San Diego Regional Water Quality Control Board (SDRWQCB) has issued a permit, which governs storm water and non-storm water discharges resulting from municipal activities performed by or for the City of Mission Viejo (Permit No. R9-2002-0001. Copies of the Permit are available for review.)

In order to comply with the Permit requirements, the City of Mission Viejo in conjunction with the County of Orange has developed Drainage Area Management Plan (DAMP), which contains Model Maintenance Procedures with Best Management Practices (BMPs) that parties conducting the municipal activities must adhere to. These Model Maintenance Procedures apply to any party conduction municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality.

Work performed under this CONTRACT shall conform to the Permit requirements, the DAMP, the City's Water Quality Ordinances, the Model Maintenance Procedures, applicable BMPs, and must be performed as described within all applicable Model Maintenance Procedures. The CONTRACTOR shall fully understand the Model Maintenance Procedures and BMPs applicable to activities that are being conducted under this CONTRACT prior to conducting them and maintain copies of the applicable Model Maintenance Procedures and applicable BMPs throughout the CONTRACT duration. In addition, the CONTRACTOR shall certify that he/she has trained all of its employees about the applicable Model Maintenance Procedures and applicable BMPs.

Evaluation of activities subject to DAMP requirements performed under this CONTRACT will be conducted to verify compliance with DAMP requirements and may be required through CONTRACTOR self-evaluation as determined by the City.

Failure to implement or comply with these requirements shall result in a Performance Deficiency Deduction of \$250.00 per occurrence. Contractor is also responsible for all damages and applicable fines from other agencies that are generated as the result of the contractor's work.

Sewer Lift Station Maintenance

Contractor shall be responsible for the preventative maintenance and repair of the City of Mission Viejo sewer stations. The stations are located in the following park sites: Youth Athletic Park, Curtis Park, and Mission Viejo Animal Shelter. Refer to Form "G" for complete inspection list. All materials needed for pre-approved repairs will be provided by the contractor and invoiced to the City. Form "G" shall accompany monthly invoice for inspection services and should be filled out and signed by the technician monthly. Inspection shall occur monthly. A schedule will be submitted to the City Representative indicating what day of the month each site will be inspected. Form "G" will be attached to an email and mailed to the City Representative within 24 hours of inspection. In addition, Form "G" will be attached to the contractor's monthly invoice. Contractor will be responsible 24 hours a day for emergency response. On-site response time shall not exceed thirty (30) minutes. Contractor will be responsible for meeting and adhering to all San Diego Regional Water Quality Control Board requirements relative to non-storm water contamination of storm drains. In the event of station failure, the contractor will be responsible for containment of wastewater. This may require pumps and/or a vactor truck.

Monthly Facility Lighting Inspection

Contractor shall be responsible for the monthly lighting inspection of all exterior facilities listed on Form "F." Inspections will occur the first week of the month. The inspection form shall be emailed to the City Representative within 24 hours. In addition, inspections shall be completed during nighttime hours, 9:00 p.m. to 4:00 a.m. Contractor will provide schedule and route to the City Representative. Inspection shall include all components, i.e.: lights, timers, and photocells. All conditions or irregularities will be noted on the inspection form. Any hazardous conditions shall be made safe immediately and reported to the City Representative.



CITY OF MISSION VIEJO

PERFORMANCE DEFICIENCY NOTIFICATION

Notification to: _____

Date: _____

Time: _____

Method: _____

The following performance deficiencies have been observed
and require immediate attention to correct.

Location: _____

Value of Deduction: \$ _____

City Representative to check deficient items and comment (if applicable) below.

- Ø 1. Performance deficiency up to \$250 per occurrence.
- Ø 2. Failure to provide adequate traffic control: \$250 per occurrence.
- Ø 3. Failure to proceed and demonstrate acceptable progress of work: \$250 per occurrence.
- Ø 4. Failure to respond to pages within 15 minutes 24 hours per day: \$250 per occurrence.
- Ø 5. Failure to report on site to electrical emergencies (as determined by City) within 1 hour: \$250 per occurrence.
- Ø 6. Failure to keep current emergency on-call phone and pager numbers: \$250 per occurrence.
- Ø 7. Failure to comply with Water Quality Standard & Best Management Practices: \$250 per occurrence.
- Ø 8. Other: _____

Comments: _____

Please initiate the necessary corrective actions and notify the City representative when complete for re-inspection.

Public Services Supervisor

Public Services Operation Manager

Exhibit A

Exhibit A

Civic Center Interior

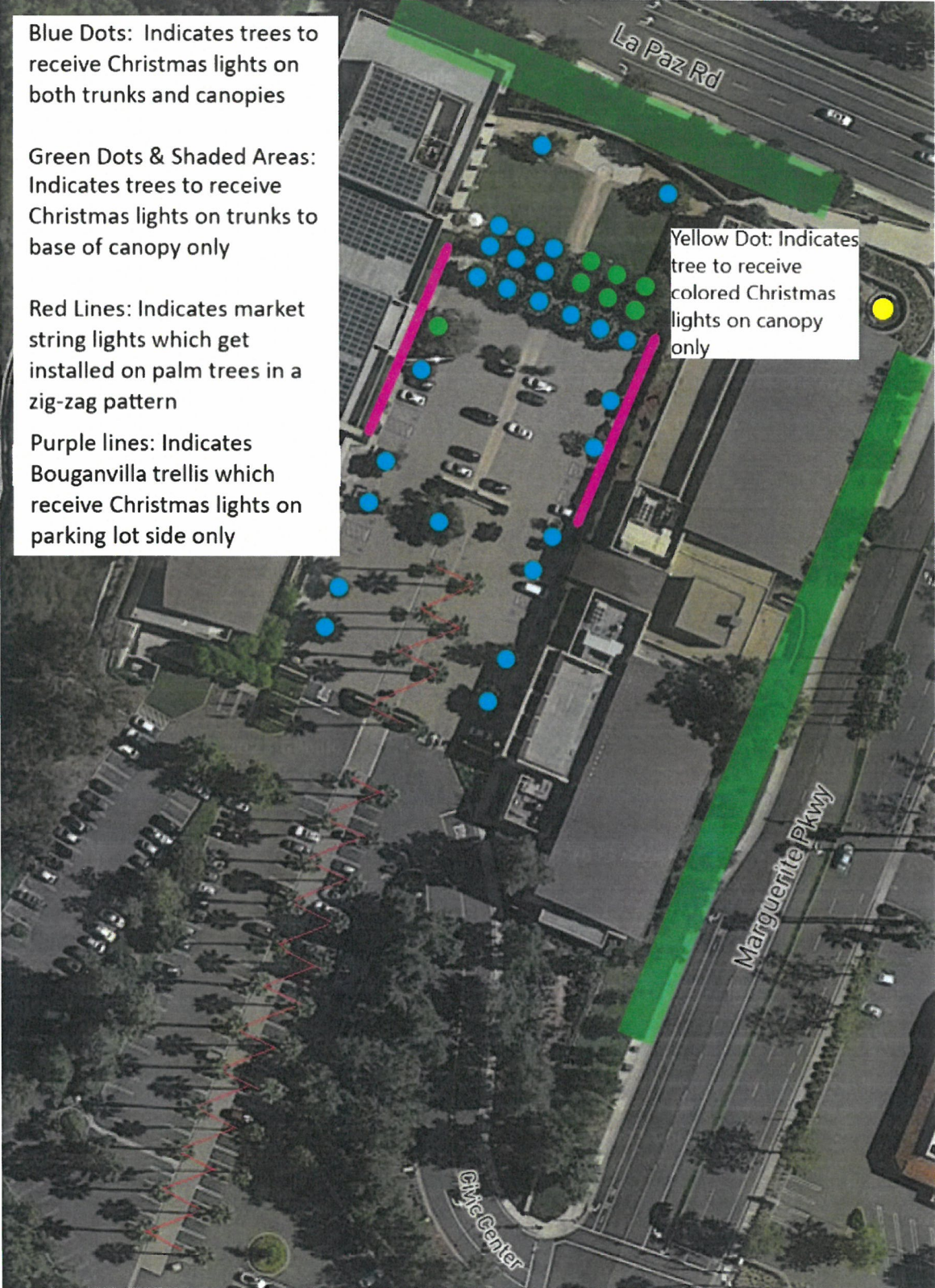
1. Run market-string light strands 12' above the ground zig-zag between palm trees, per Exhibit A Map.
2. Wrap (1) heritage oak tree trunk and canopy from base of tree to foliage, and then drape canopy. Wrapped light strands should have no more than 2" separations on trunks and 18" separations on canopies.
3. Wrap (1) large oak tree trunks from base of tree to canopies only. Wrapped light strands should have no more than 2" separations. Run extension cord from power source up tree to bottom of canopy for Christmas lights hookup.
4. Wrap (1) large oak tree on canopy only. Wrapped light strands should have no more than 18" separations on canopies.
5. Wrap (11) small oak tree trunks and canopies from base of tree to foliage, and then drape canopies. Wrapped light strands should have no more than 2" separations. Wrapped light strands should have no more than 2" separations on trunks and 18" separations on canopies.
6. Wrap (6) crap myrtle tree trunks and canopies from base of tree to foliage, and then drape canopies. Wrapped light strands should have no more than 2" separations on trunks and 18" separations on canopies.
7. Wrap (6) pear tree trunks and canopies from base of tree to foliage, and then drape canopies. Wrapped light strands should have no more than 2" separations on trunks and 18" separations on canopies.
8. Wrap (6) pear tree trunks and canopies from base of tree to canopies only. Wrapped light strands should have no more than 2" separations. Run extension cord from power source up tree to bottom of canopy for Christmas lights hookup.
9. Wrap (2) large magnolia tree trunks and canopies from base of tree to foliage, and then drape canopies. Wrapped light strands should have no more than 2" separations on trunks and 18" separations on canopies.
10. Wrap (22) Bouganvilla trellises on the front side from 1' above ground to the top, and zig-zag back and forth 1' apart on the parking lot side only.

Civic Center Exterior

11. Wrap (54) pear tree trunks and canopies from base of tree to canopies only. Wrapped light strands should have no more than 2" separations. Run extension cord from power source up tree to bottom of canopy for Christmas lights hookup.

Note: Contractor will install quantities necessary to decorate all the trees to the satisfaction of the City.

Exhibit A Map



FORM F



FORM "F" City of Mission Viejo Monthly Lighting Inspection

Date:

Supervisors:

1. ALICIA PARK

•

2. ANIMAL SHELTER

- Parking Lot:
- Bollard Lights:
- Security Light:

3. AURORA PARK

•

4. BARCELONA PARK

•

5. BEEBE PARK

•

6. CASTILLE PARK

•

7. CHRISTOPHER PARK

•

8. CORDOVA PARK

•

9. CORONADO PARK

•

10. CRUCERO PARK

•

11. CURTIS PARK

- Security Lights:
- Building Lights:
- Parking Lot:

12. DORIA PARK

-

13. EL DORADO PARK

-

14. FELIPE TENNIS CENTER

-

15. GILLERAN PARK

- Upper Gilleran:
- Lower Gilleran:
- Building Lights:
- Parking Lot Lights:

16. GRANADA PARK

-

17. LAKESIDE PARK

-

18. LINDA VISTA PARK

-

19. MADRID FORE PARK

-

20. MARGUERITE AQUATICS

- Walkway Lights:
- Parking Lot Lights:

21. MATT DAVIS PARK

-

22. MELINDA PARK

-

23. MINAYA PARK

-

24. M.M. O'NEILL PARK

-

25. MONTANOSO RECREATION CENTER

-

26. NORMAN MURRAY COMMUNITY/ SENIOR CENTER

- **Parking Lots:**
- **Village Green:**
- **Veterans Memorial:**
- **Walkway and Building:**
- **Bench Lights:**
- **Back Patio / Market Lights:**

27. FLORENCE JOYNER OLYMPIAD PARK

- **Parking Lot:**
- **Corner of Alicia and Olympiad:**
- **Park Sign / Statue:**
- **Restroom Lights:**
- **Building Lights:**
- **Bicycle lights:**
- **Landscape Lights:**
- **Picnic Shelter:**

28. PACIFIC HILLS PARK

-

29. PAVION PARK

- **Security Lights:**

30. PINECREST PARK

-

31. PRECIADOS PARK

-

32. PROMENADE

-

33. PUBLIC SERVICES

-

34. SEVILLE PARK

-

35. SIERRA RECREATION CENTER

- **Parking Lot:**
- **Bollard Lighting:**
- **Monument Sign:**

36. SPENDLOVE PARK

-

37. SYCAMORE PARK

-

38. VALYERMO PARK

-

39. VISTA DEL LAGO PARK

-

40. YOUTH ATHLETIC PARK

- **Parking Lot Lights:**
- **Column Lights:**
- **Walkway Lights / Security Lights:**
- **Restroom:**
- **2 Story snack bar:**
- **Other:**

41. THOMAS R. POTOCKI CONFERENCE CENTER BUILDING LIGHTING

- **Parking Lot Lights:**
- **Walkway Lights:**
- **Security Lights:**

42. LIBRARY AND CITY HALL

- **Entrance Sign and Drive Lights:**
- **Parking Lot Lights:**
- **Kershaw Garden Lights:**
- **Landscape Lights In Paver Parking Lot:**
- **Building HID Up-Lights on Streets:**
- **Tree Up-Lights on Streets:**
- **Library Walkway Lights:**
- **City Hall Walkway Lights:**

- **Corner of La Paz and Marguerite:**
- **Bollards in paver parking lot:**
- **Middle planter between City Hall:**

43. ENTRANCE MONUMENT SIGNS

- A. Alicia Entrance Sign (East):**
- B. Alicia Entrance Sign (West):**
- C. Avery Entrance Sign (East):**
- D. Avery Entrance Sign (South):**
- E. Crown Valley Entrance Sign (East):**
- F. Crown Valley Entrance Sign (West):**
- G. Jeronimo Entrance Sign :**
- H. La Paz Entrance Sign:**
- I. Los Alisos Entrance Sign @ Rockfield:**
- J. Muirlands Entrance Sign:**
- K. Oso Parkway Entrance Sign (East):**
- L. Oso Parkway Entrance Sign (West):**
- M. Oso Viejo Entrance Sign:**
- N. Santa Margarita Pkwy Entrance Sign:**
- O. Trabuco Entrance Sign:**

44. QUAD LANDSCAPING LIGHTS

- A. Avery & Marguerite:**
- B. Jeronimo & Los Alisos:**
- C. La Paz & Crisanta:**
- D. Oso & Country Club:**
- E. Oso & Marguerite:**
- F. La Paz & Marguerite:**
- G. Trabuco & Los Alisos:**
- H. Veteran's Way Median:**
- I. Whalebone:**

45. LA PAZ MEDIAN

- A. Muirlands to Crisanta:**

- B. Crisanta to Mosquero:
- C. Mosquero to Pradera:
- D. Pradera to Spadra:
- E. Spadra to Marguerite:
- F. La Paz Sidewalk Planters:

46. CROWN VALLEY PARKWAY

- A. (Median) Freeway to Puerta Real:
- B. Quads- Puerta Real:
- C. (Median) Puerta Real to Dr. Guevara Way:
- D. (Median) Los Altos to Marguerite Parkway:
- E. (Median) Marguerite Parkway to Jardines:

47. MARGUERITE PARKWAY MEDIANS

- A. Crown Valley Parkway to Center Dr:
- B. North of Oso Parkway in front of Finistera:
- C. South of Via Florecer:

48. ANIMAL SHELTER ENTRANCE

- Entrance:

49. POTOCKI CONFERENCE CENTER ENTRANCE

-

50. OSO TRAIL HEAD

-

51. FIRE STATION 24

-

52. Lakeside Park

-

FORM G

City of Mission Viejo

“Form G”

Sewage Lift Station Maintenance Checklist

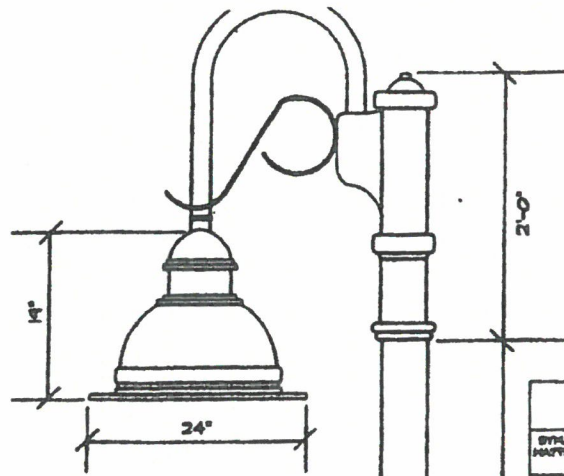
Technician: _____ Date: _____

Lift Station Location: _____

Station Inspection Item	Pump #1	Pump #2
Hose down entire lift station		
Check pump well and remove debris		
Log pump hours		
Check pump in manual cycle		
Grease pumps		
Log motor amps		
Check condition of relays		
Check float sensors		
Check float switches		
Check float relays		
Check alarm lights		
Check audible alarms		
Check warning lights		
Activate alarm and check for proper operation		
Check alarm functions		
Check light bulbs		
Check automatic functions		
Check valve #1		
Check valve #2		
Check air compressor #1		
Check air compressor #2		
Check pressure switch #1		
Check pressure switch #2		
Check pressure switch #3		
Check rod element pump #1		
Check rod element pump #2		
Oil door hinge		
Check vacuum pump #1		
Check vacuum pump #2		
Check vacuum bell #1		
Check vacuum bell #2		

NOTES: _____

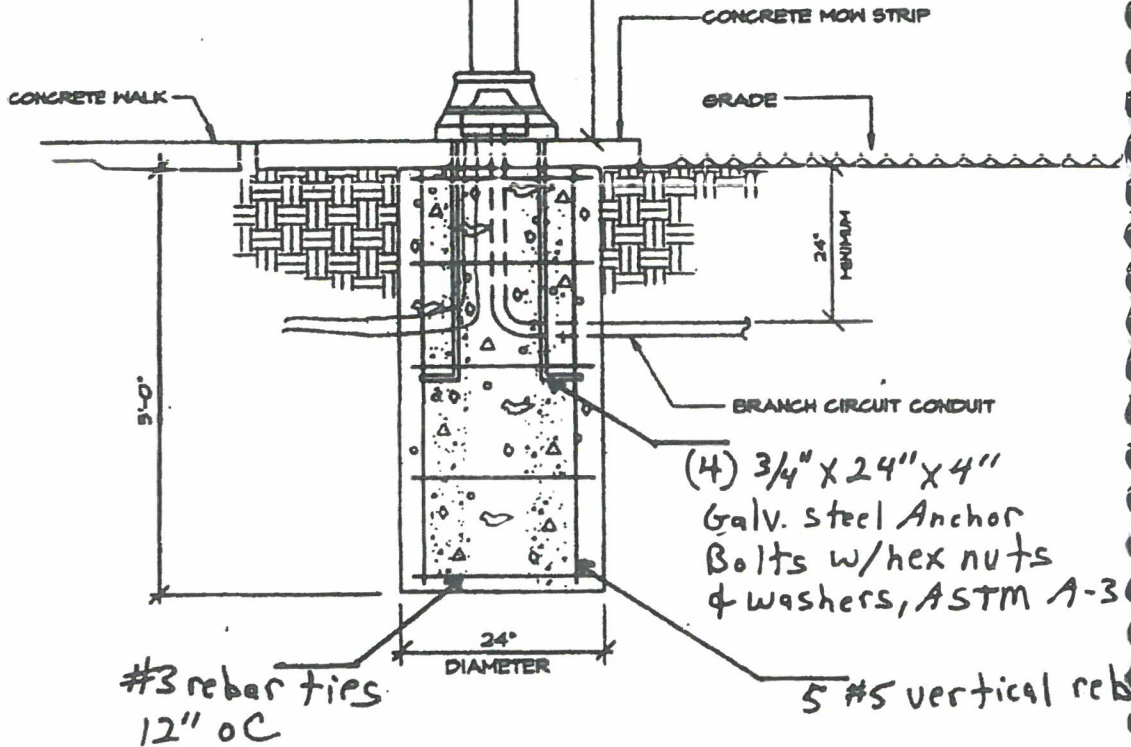
DETAILS



LIGHTING FIXTURE SCHEDULE				
SYM. MARKS	DESCRIPTION	LUMPS		
		NO.	RATES	TYPE
A 150	HIGH PRESSURE SODIUM FLOODLIGHT LUMINAIRE WITH ALUMINUM HOUSING, GLOBE HIDE AND ALUMINUM SPIRAL TINTED GLASS LENS, TYPE B REFLECTOR, FLUORESCENT BALLAST, CORROSION RESISTANT HARDWARE, SILICONE GASKET AND GREEN TEXTURED POWDER COAT FINISH MOUNTED ON A 12-0" BOARD, TAPERED CONCRETE POLE WITH ANTI-SLIP/ANTI-FRISK, 100% GRAY TONED AGGREGATE MIX AND 1% TENSILE UNITS RESISTANCE-3000-PSI-14-000-TU APPROX OVER-10-00-0-ANTI-SLIP/ANTI-FRISK.	1	0.0	HIGH PRESSURE SODIUM

*LED Replacement to be use:

Keystone
KT-LED45PSHID-EX39-8CSB-D



FIXTURE TYPE "A" DETAIL

SCALE
NONE

Detail "A"





LUMINAIRE
ALO7-150HPS LAMP
220V BALLAST

Available from:
South Coast Lighting
(949) 365-0054

ROUND TAPERED STEEL
POLE AMERON CAT. NO.
F-160-9 WITH BLACK
ENAMEL FINISH

CONTRACTOR TO PROVIDE
POLE, FOOTING, ANCHOR
BOLTS, LUMINAIRES AND
MOUNTING HARDWARE.

*LED Replacement to be use:

Keystone
KT-LED45PSHID-EX39-8CSB-D

HANDHOLE WITH
REMOVABLE COVER
3' X 5'

GROUT TO COVER NUT AND SLOPE
TO DRAIN

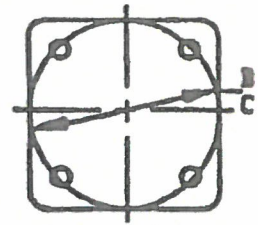
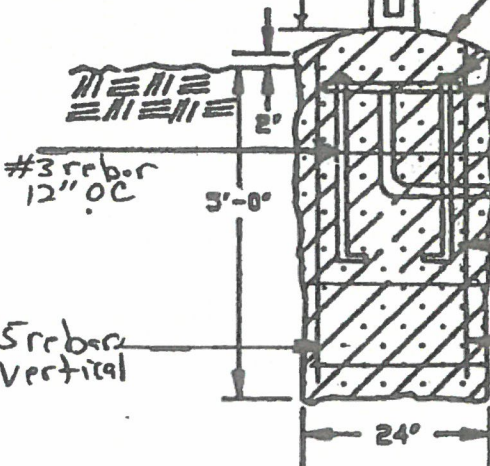
2 NUTS/BOLT FOR LEVELING

BASE PLATE

NON METALLIC CONDUITS

ANCHOR BOLT TYP

FOUNDATION (2000 P.S.I.)
CONCRETE



ANCHOR BASE
(4) BOLTS

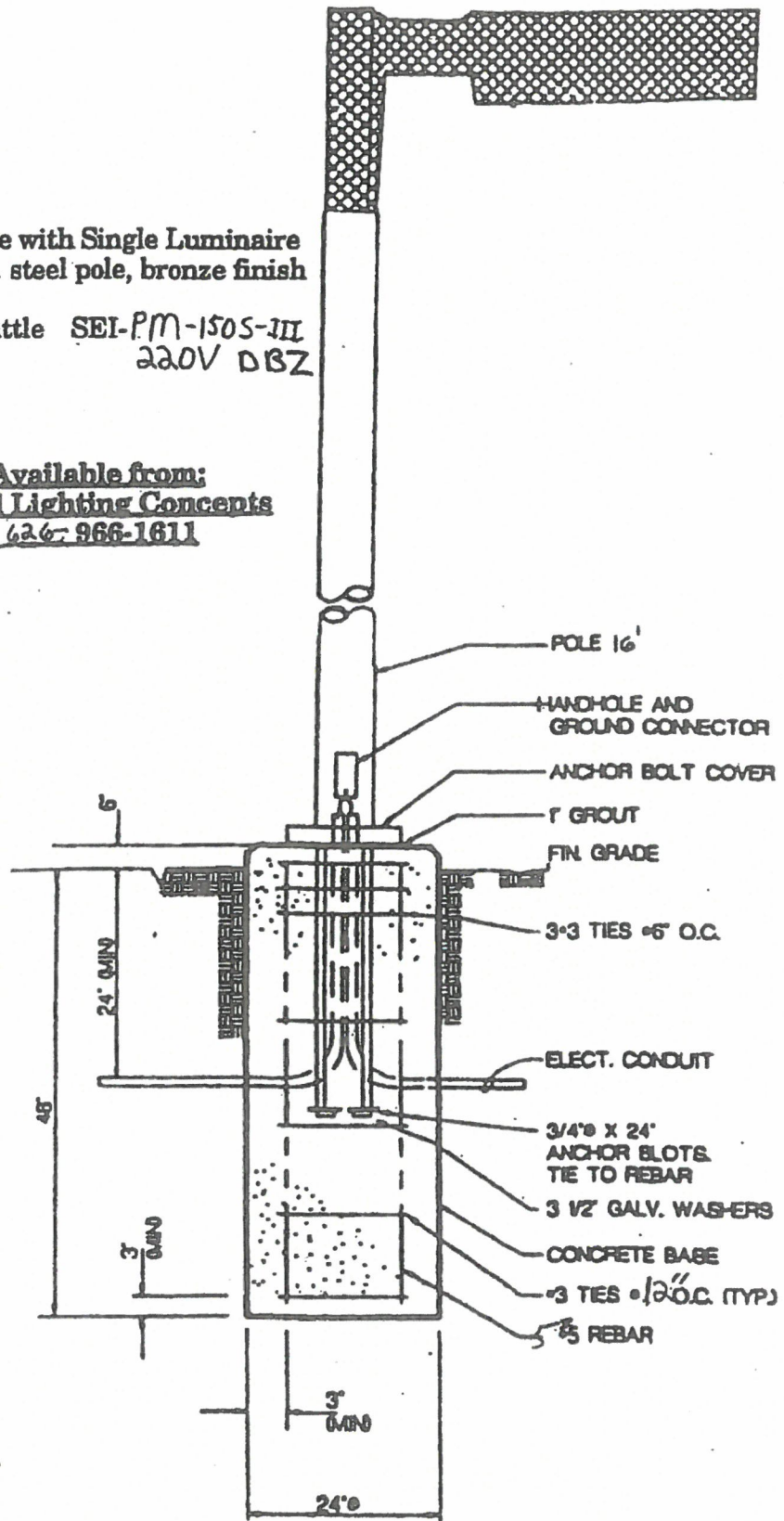
SHAFT SIZE		BOLT CIRCLE	ANCHOR BOLTS (4)	TENON SIZE
LENGTH TOP	BOTTOM			
16'-0"	3'-7/8"	6"	3/4" X 18" X 4"	12-3/8" DD X 3-1/4"

DETAIL "B" - Not to scale
PARKING LOT FIXTURE, POLE AND FOOTING

Parking Lot Light Fixture with Single Luminaire
 Mounted on square 16 ft. steel pole, bronze finish

Fixture is Spaulding Seattle SEI-PM-1505-III
 Pole is 16 SQS-411 220V DBZ

Available from:
Total Lighting Concepts
626-966-1611



*LED Replacement to be used:

Keystone
 KT-LED100PSHID-EX39-8CSB-D

DETAIL "C". Not to scale
PARKING LOT FIXTURE, POLE AND FOOTING

Detail "C"

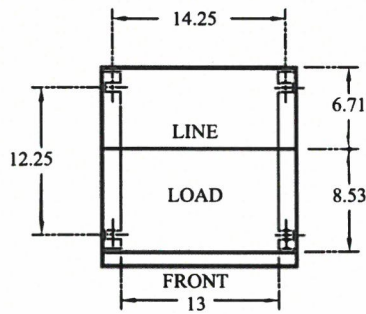
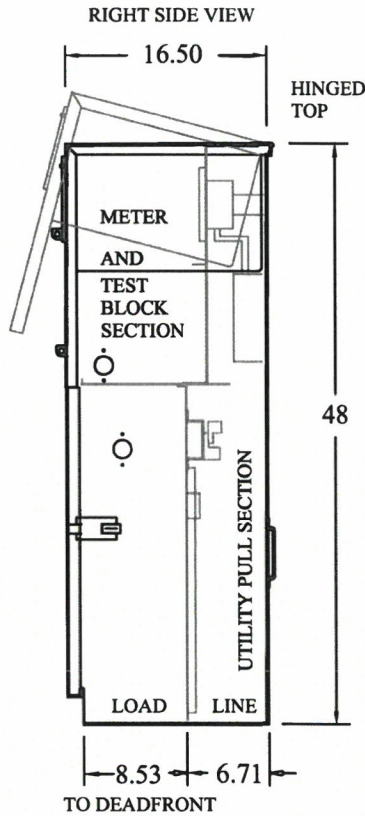
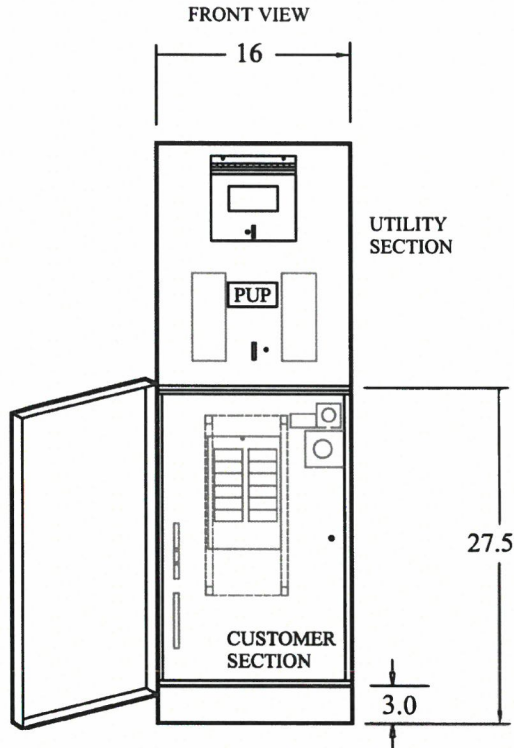




USP16 MODEL SERIES



0 - 200 AMPS 0 - 480 VOLTS



MOUNTING PLAN

Concrete Pad to be 30" x 30" x 6"

CAL TRANS TYPE III-BF

SINGLE METER SERVICE PEDESTAL

TYPICAL APPLICATIONS INCLUDE PARKING LOT LIGHTING, HIGHWAY, STREET AND SIGN LIGHTING AND TRAFFIC SIGNAL CIRCUITS.

STANDARD FEATURES

METER SOCKET WITH TEST BLOCKS 4-JAW
 UTILITY LANDING LUGS 250kCMIL
 STANDARD VOLTAGE 120 / 240 VAC 1-PHASE 3-WIRE
 CIRCUIT BREAKER INTERIOR COPPER BUS

* ALL METERED 12-CIRCUIT 125 OR 200 AMPERES OR;
 8-CIRCUIT 125 AMPERES, METERED AND UN-METERED
 ACCOMODATES 24-CIRCUIT INTERIOR MAXIMUM

SPECIFICATIONS

- * COMPLIES WITH EUSERC STANDARDS & DWG. 308
- * 12 GA. NEMA 3R CONSTRUCTION
- * POLYESTER POWDER-COATED FINISH EXCEEDS ASTM B-117 SPECIFICATIONS
- * FABRICATED FROM CORROSION-RESISTANT ZINC COATED STEEL
- * AVAILABLE IN ALUMINUM & STAINLESS STEEL

- * LIGHT GREEN COLOR NO. 14672 PER FEDERAL SPECIFICATIONS 595-CUSTOM COLORS AVAILABLE
- * ALL FACTORY WIRING 600 VOLT RATED COPPER
- * ALL COMPONENTS UL LISTED
- * ALL EXTERIOR DOORS AND COVERS PADLOCKABLE
- * UTILITY COVERS SEALABLE

Detail "D" - Meter Pedestal

Detail "D"



APPENDIX

**SAN DIEGO REGIONAL
WATER QUALITY
REQUIREMENTS**



BUILDING MAINTENANCE AND REPAIR

Stormwater runoff from building repair, remodeling, and other maintenance activities can be contaminated with toxic hydrocarbons in solvents, other toxic organic compounds, suspended solids, heavy metals, abnormal pH, and oils and greases. Specific activities may involve one or more of the following:

1. Building Maintenance
2. Material Storage
3. Building Cleaning
4. Graffiti Cleaning
5. Painting

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for building maintenance and repair include:

- Use dry cleaning methods whenever feasible.
- Use a waterless and non-toxic chemical cleaning method for graffiti removal.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Building Maintenance

General Guidelines

See Minor Construction procedure sheet

- ✓ Review maintenance activities to verify that they minimize the amount of pollutants discharged. Keep accurate maintenance logs to evaluate materials removed and improvements made.
- ✓ If when repairing roofs, small particles have accumulated in the gutter, either sweep out the gutter or wash the gutter and trap the particles at the outlet of the downspout. A sock or geofabric placed over the outlet may effectively trap the materials. If the downspout is tight lined, place a

temporary plug at the first convenient point in the storm drain and pump out the water with a vactor truck and clean the storm drain inlet where you placed the plug if necessary.

- ✓ If water is used for cleaning out gutters, seal storm drain inlets to prevent water from entering. Either direct the water to a landscaped area or dispose of properly.
- ✓ When the work involves exposing large areas of soil, employ the appropriate soil erosion and control techniques.
- ✓ Clean storm drain inlets in the immediate vicinity of the construction activity after it is completed if necessary.

OPTIONAL:

- Recycle residual paints, solvents, lumber, and other materials

Good Housekeeping

- ✓ Keep the work site clean and orderly. Remove debris in a timely fashion. Sweep the area.
- ✓ Cover materials of particular concern that must be left out, particularly during the rainy season.
- ✓ Do not dump waste liquids down the storm drain.
- ✓ Properly dispose of wash water, sweepings, and sediments; do not allow these materials to enter the storm drain.

Spill Response

Also see Spill Prevention and Control procedure sheet

- ✓ Clean up spills immediately.
- ✓ If a spill occurs on dirt, excavate and remove the contaminated (stained) soil.

2. Material Storage

Also see Material Storage/ Handling/ Disposal procedure sheet

- ✓ Properly store and cover materials that are normally used in repair and remodeling such as paints and solvents, to protect them from rain.
- ✓ Properly store and dispose waste generated from the activity.

3 Building Cleaning

General Guidelines

- ✓ When cleaning building exteriors and walls composed of glass, steel, or painted surfaces with no lead or mercury:
 - Do not allow wash water to enter the storm drain.
 - When washing without soap, discharges can be directed to landscaped or dirt areas.

→ Note: Permission must be obtained for any discharge of wash water to the sanitary sewer from the local sewerage agency.

- When washing with soap, direct discharges to the sanitary sewer if permitted to do so or vacuum/pump water to a tank and dispose of properly
- ✓ When washing building exteriors painted with lead-based or mercury additive paint:
 - Do not allow discharges to enter storm drain
 - Vacuum/pump discharges to a tank
 - Dispose of as a hazardous waste as needed
- ✓ When acid washing mineral deposits:
 - Do not allow discharges to enter storm drain.
 - Rinse treated area with alkaline soap and direct washwater to a landscaped or dirt area
 - Alternatively, washwater may be collected and neutralized to a pH between 6 and 8, and disposed of properly.

OPTIONAL:

- If cleaning agents are used, select biodegradable products whenever feasible.

4. Graffiti Cleaning

Graffiti Removal

Also see Roads, Streets, and Highways Operation and Maintenance procedure sheet.

- ✓ Avoid graffiti abatement activities during rain events.
- ✓ When graffiti is removed by painting over, implement the procedures under Painting and Paint Removal in the *Roads, Streets, and Highway Operation and Maintenance* procedure sheet.
- ✓ Protect nearby storm drain inlets prior to removing graffiti from walls, signs, sidewalks, or other structures needing graffiti abatement. Clean up afterwards by sweeping or vacuuming thoroughly, and/or by using absorbent and properly disposing of the absorbent.
- ✓ Note that care should be taken when disposing of waste since it may need to be disposed of as hazardous waste.
- ✓ OPTIONAL:
- ✓ Consider using a waterless and non-toxic chemical cleaning method for graffiti removal (e.g. gels or spray compounds).

5. Painting

General Guidelines

- ✓ Develop paint handling procedures for proper use, storage, and disposal of paints.
- ✓ Painting operations should be properly enclosed or covered to avoid drift.

- ✓ If transporting paint and materials to and from job sites, use containers with secure lids and tie down to the transport vehicle.
- ✓ Test and inspect spray equipment prior to starting to paint. Tighten all hoses and connections and do not overfill paint container.
- ✓ Mix paint indoors before using so that any spill will not be exposed to rain. Do so even during dry weather because cleanup of a spill will never be 100% effective.
- ✓ Transfer and load paint and hot thermoplastic away from storm drain inlets.
- ✓ Replace paints containing lead or tributyltin with less toxic alternatives.
- ✓ Where there is significant risk of a spill reaching storm drains, plug nearby storm drain inlets prior to starting painting and remove plugs when job is complete.
- ✓ If sand blasting is used to remove paint, cover nearby storm drain inlets prior to starting work and collect wash water and dispose of properly.
- ✓ If painting requires scraping or sand blasting of the existing surface, use a ground cloth to collect the chips. Dispose of the residue properly.
- ✓ If using water based paints, clean the application equipment in a sink that is connected to the sanitary sewer.
- ✓ Brushes and tools covered with non-water-based paints, finishes, or other materials must be cleaned in a manner that enables collection of used solvents (e.g., paint thinner, turpentine, etc.) for recycling or proper disposal. Waste solvents or oil based paints must be disposed of as hazardous waste.

Paint Disposal

- ✓ Paints containing lead or tributyl tin are considered a hazardous waste and must be disposed of at an appropriate hazardous waste facility.
- ✓ Properly store leftover paints if they are to be kept for the next job.

OPTIONAL:

- Recycle paint whenever possible.

LIMITATIONS:

Safer alternative products may not be available, suitable, or effective in every case.

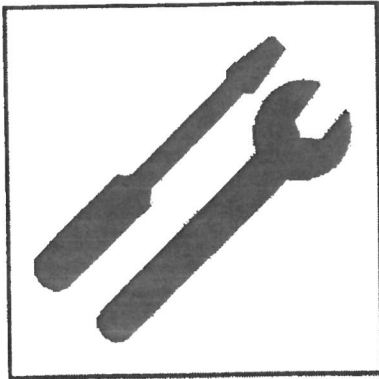
REFERENCES:

California Storm Water Best Management Practice Handbooks. Municipal Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.

Oregon Association of Clean Water Agencies. Oregon Municipal Stormwater Toolbox for Maintenance Practices. June 1998.

Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff Management Plan. September 1997, updated October 2000.



EQUIPMENT MAINTENANCE AND REPAIR

Vehicle or equipment maintenance has the potential to be a significant source of stormwater pollution. Engine repair and service (parts cleaning, spilled fuel, oil, etc.), replacement of fluids, and outdoor equipment storage and parking (dripping engines) can all contaminate stormwater. Conducting the following activities in a controlled manner will reduce the potential for stormwater contamination:

1. General Maintenance and Repair
2. Vehicle and Machine Repair
3. Waste Handling/Disposal

Related vehicle maintenance activities are covered under the following program headings in this manual: "Vehicle and Equipment Cleaning", "Vehicle and Equipment Storage", and "Vehicle Fueling".

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for equipment maintenance and repair include:

- Review maintenance activities to verify that they minimize the amount of pollutants discharged to receiving waters. Keep accurate maintenance logs to evaluate materials removed and improvements made.
- Switch to non-toxic chemicals for maintenance when possible.
- Choose cleaning agents that can be recycled.
- Minimize use of solvents. Clean parts without using solvents whenever possible. Recycle used motor oil, diesel oil, and other vehicle fluids and parts whenever possible.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. General Maintenance and Repair

General Guidelines

→ Note: Permission must be obtained for any discharge of wash water to the sanitary sewer from the local sewerage agency.

- ✓ Review maintenance activities to verify that they minimize the amount of pollutants discharged to receiving waters. Keep accurate maintenance logs to evaluate materials removed and improvements made.
- ✓ Regularly inspect vehicles and equipment for leaks.
- ✓ Move activity indoors or cover repair area with a permanent roof if feasible.
- ✓ Minimize contact of stormwater with outside operations through berming and drainage routing.
- ✓ Place curbs around the immediate boundaries of the process equipment.
- ✓ Clean yard storm drain inlets regularly and stencil them.

Good Housekeeping

→ Note: Permission must be obtained for any discharge of wash water to the sanitary sewer from the local sewerage agency.

- ✓ Avoid hosing down work areas. If work areas are washed and if discharge to the sanitary sewer is allowed, treat water with an appropriate treatment device (e.g. clarifier) before discharging. If discharge to the sanitary sewer is not permitted, pump water to a tank and dispose of properly.
- ✓ Collect leaking or dripping fluids in drip pans or containers. Fluids are easier to recycle or dispose of properly if kept separate.
- ✓ Keep a drip pan under the vehicle while you unclip hoses, unscrew filters, or remove other parts. Place a drip pan under any vehicle that might leak while you work on it to keep splatters or drips off the shop floor.
- ✓ Educate employees on proper handling and disposal of engine fluids.
- ✓ Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around.
- ✓ Do not pour liquid waste to floor drains, sinks, outdoor storm drain inlets, or other storm drains or sewer connections.
- ✓ Post signs at sinks and stencil outdoor storm drain inlets.

2. Vehicle Repair

General Guidelines

Also see Waste Handling procedure sheet

- ✓ Perform vehicle fluid removal or changing inside or under cover where feasible to prevent the run-on of stormwater and the runoff of spills.
- ✓ Regularly inspect vehicles and equipment for leaks, and repair as needed.
- ✓ Use secondary containment, such as a drain pan or drop cloth, to catch spills or leaks when removing or changing fluids.
- ✓ Immediately drain all fluids from wrecked vehicles. Ensure that the drain pan or drip pan is large enough to contain drained fluids (e.g. larger pans are needed to contain antifreeze, which may gush from some vehicles).

- ✓ Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around.
- ✓ Recycle used motor oil, diesel oil, and other vehicle fluids and parts whenever possible.
- ✓ Oil filters disposed of in trash cans or dumpsters can leak oil. Place the oil filter in a funnel over a waste oil recycling drum to drain excess oil before disposal. Oil filters can also be recycled. Ask your oil supplier or recycler about recycling oil filters.
- ✓ Store cracked batteries in a non-leaking secondary container and dispose of properly at recycling or household hazardous waste facilities.

Vehicle Leak and Spill Control

- ✓ Use absorbent materials on small spills. Remove the absorbent materials promptly and dispose of properly.
- ✓ Place a stockpile of spill cleanup materials where it will be readily accessible.
- ✓ Sweep floor using dry absorbent material.

3. Machine Repair

Also see the Spill Prevention and Control procedure sheet

- ✓ Keep equipment clean; don't allow excessive build-up of oil or grease.
- ✓ Minimize use of solvents.
- ✓ Use secondary containment, such as a drain pan or drop cloth, to catch spills or leaks when removing or changing fluids.
- ✓ Perform major equipment repairs at the corporation yard, when practical.
- ✓ Following good housekeeping measures in *Vehicle Repair* section.

4. Waste Handling/Disposal

Waste Reduction

- ✓ Prevent spills and drips of solvents and cleansers to the shop floor.
- ✓ Do liquid cleaning at a centralized station so the solvents and residues stay in one area. Recycle liquid cleaners when feasible.
- ✓ Locate drip pans, drain boards, and drying racks to direct drips back into a solvent sink or fluid holding tank for reuse.

Safer Alternatives

OPTIONAL:

- If possible, eliminate or reduce the amount of hazardous materials and waste by substituting non-hazardous or less hazardous material:
 - Use non-caustic detergents instead of caustic cleaning for parts cleaning.

- Use a water-based cleaning service and have tank cleaned. Use detergent-based or water-based cleaning systems in place of organic solvent degreasers.
- Replace chlorinated organic solvents with non-chlorinated solvents. Non-chlorinated solvents like kerosene or mineral spirits are less toxic and less expensive to dispose of properly. Check list of active ingredients to see whether it contains chlorinated solvents.
- Choose cleaning agents that can be recycled.

Recycling

Also see Waste Handling procedure sheet

OPTIONAL:

- Separate wastes for easier recycling. Keep hazardous and non-hazardous wastes separate, do not mix used oil and solvents, and keep chlorinated solvents separate from non-chlorinated solvents.
- Label and track the recycling of waste material (e.g. used oil, spent solvents, batteries).
- Purchase recycled products to support the market for recycled materials.

LIMITATIONS:

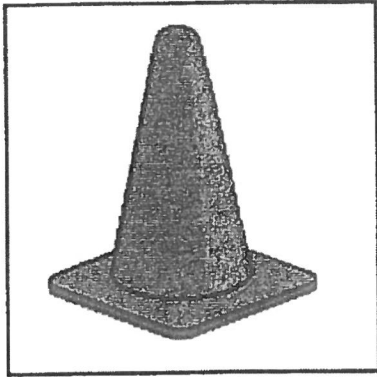
Space and time limitations may preclude all work being conducted indoors. It may not be possible to contain and clean up spills from vehicles/equipment brought on-site after working hours. Dry floor cleaning methods may not be sufficient for some spills – see spill prevention and control procedures sheet. Identification of engine leaks may require some use of solvents.

REFERENCES:

California Storm Water Best Management Practice Handbooks. Municipal Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. 1995. King County Surface Water Management. July. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.



MINOR CONSTRUCTION

Minor construction activities can result in the use of materials or generation of waste that may contain toxic hydrocarbons or other organic compounds, suspended solids, heavy metals, abnormal pH, and oils and greases. Minor construction activities may involve one or more of the following:

1. General Construction Activities
2. Interim Material Storage
3. Concrete Work
4. Building Work

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for minor construction include:

- Schedule activities during dry weather whenever possible.
- Use dry cleaning methods whenever possible.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. General Construction Activities

- ✓ Prevent debris from entering the storm drain.
- ✓ Do not wash materials into a storm drain or bury spilled dry material.
- ✓ Do not clean or rinse equipment into a street, gutter, or storm drain.
- ✓ Use a storm drain cover, filter fabric, or similarly effective runoff control mechanism if dust, grit, wash water, or other pollutants may escape the work area and enter a storm drain inlet. This is particularly necessary on rainy days. The containment device(s) must be in place at the beginning

See *Waste Handling and Disposal procedure sheet*

of the work day, and accumulated dirty runoff and solids must be collected and disposed of before removing the containment device(s) at the end of the work day.

- ✓ Clean the storm drain inlets in the immediate vicinity of the construction activity after it is completed.
- ✓ If a spill occurs on dirt, excavate and remove the contaminated (stained) soil.
- ✓ Clean up spills and leaks immediately using dry methods, whenever possible.
- ✓ Designate an area for clean up and proper disposal of excess materials.
- ✓ Sweep up dry materials and residue from cleaning operations. Avoid using water to clean up.
- ✓ Use soil erosion control techniques if bare ground is temporarily exposed.
- ✓ Promptly clean up trash, debris, and litter from job sites and dispose properly.
- ✓ Inspect vehicles and equipment used at the construction site regularly for leaks.
- ✓ Train employees and subcontractors in proper waste management.

2. Interim Material Storage

- ✓ Properly store and cover materials that are normally used during minor construction such as paints, solvents, equipment, fuel, asphalt/concrete materials, sand, etc.
- ✓ Properly store and dispose of wastes generated from the activity.
- ✓ Store dry and wet materials under cover, protected from rainfall and runoff and away from storm drain inlets. After job is complete, remove temporary stockpiles (asphalt materials, sand, etc.) and other materials as soon as possible.
- ✓ Apply and store all products in accordance with manufacturer's instructions and proper safety measures.
- ✓ Store products in labeled containers and with covers or lids.
- ✓ Keep paved areas adjacent to stockpiles and earthwork sites free from loose sediment and tracked materials.
- ✓ Place stockpiled materials away from storm drain inlets, drainage paths, and natural waterways and provide cover to protect from runoff/runoff if feasible.
- ✓ Control stockpiled materials if windy or rainy weather is predicted (e.g. tarps, berming, sandbags, etc.).
- ✓ Prevent storm water from eroding loose soil and stockpiles.

- ✓ Inspect stockpiles regularly and after significant rain events.

3. Concrete Work

- ✓ Take measures to protect nearby storm drain inlets prior to breaking up asphalt or concrete (e.g. place hay bales or sand bags around inlets). Clean afterwards by dry sweeping up as much waste material as possible.
- ✓ When making saw cuts in pavement, use as little water as possible. Cover each storm drain inlet completely with filter fabric during the sawing operation and contain the slurry by placing straw bales, sandbags, or gravel dams around the inlets. Vacuum saw cuttings and water from the pavement or gutter and remove from site.
- ✓ Avoid mixing excess amounts of fresh concrete or cement mortar on site.
- ✓ Apply concrete, asphalt, and seal coat during dry weather to prevent contamination from contacting stormwater runoff.
- ✓ Protect applications of fresh concrete from rainfall and runoff until the material has dried.
- ✓ Do not allow excess concrete to be dumped on-site, except in designated areas and promptly remove when concrete has dried.
- ✓ Tarps should be placed under concrete pumper trucks and the rear of trucks while concrete is being delivered or transferred from one area to another.
- ✓ Wash concrete trucks and concrete pumper trucks and trailers off site or in designated areas on site, such that there is no discharge of concrete wash water into storm drains, open ditches, streets, catch basins, or other stormwater conveyance structures.
- ✓ For on-site washout:
 - Locate washout area at least 50 feet from storm drains, open ditches, or water bodies. Do not allow runoff from this area by constructing a temporary pit or bermed area large enough for liquid and solid waste.
 - Wash out wastes into the temporary pit where the concrete can set, be broken up, and then disposed of properly.
 - Whenever possible, recycle washout by pumping back into mixers for reuse.
 - Never dispose of washout into the street, storm drains, drainage ditches, or creeks.
- ✓ When washing concrete to remove fine particles and expose the aggregate, contain the wash water for proper disposal. Do not allow water to enter storm drain inlets.
- ✓ Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stock pile, or

dispose in the trash

- ✓ Return left-over materials to the transit mixer. Dispose excess concrete, grout, and mortar in the trash.

4. Building Work

General Guidelines

- ✓ Use ground or drop cloths underneath outdoor painting, scraping, and sandblasting work, and properly dispose of collected material daily.
- ✓ Do not dump any toxic substance or liquid waste on the pavement, the ground, or toward a storm drain.
- ✓ Use a ground cloth or oversized tub for activities such as paint mixing and tool cleaning.
- ✓ Clean paint brushes and tools covered with water-based paints in sinks connected to sanitary sewers. Brushes and tools covered with non-water-based paints, finishes, or other materials must be cleaned in a manner that enables collection of used solvents (e.g., paint thinner, turpentine, etc.) for recycling or proper disposal.
- ✓ If a spill occurs on dirt, excavate and remove the contaminated (stained) soil.

Building Demolition

- ✓ Spray water throughout the site to help control wind-blowing of fine materials such as soil, concrete dust, paint chips, and metal chips. The amount of water must be controlled so that runoff from the site does not occur; yet dust control is accomplished.
- ✓ Oils must never be used for dust control.
- ✓ Place filter fabric or a similarly effective device at nearby storm drain inlets to prevent particles and solids from entering the storm drainage system. Filters should be placed at the beginning of the workday and the accumulated materials collected and disposed properly before removing them at the end of the workday
- ✓ Dry sweep surrounding street gutters, sidewalks, driveways, and other paved surfaces at the end of each workday to collect and properly dispose of loose debris and garbage, do not hose down the area to a storm drain.
- ✓ Use permanent soil erosion control techniques if a building cleared from an area is not to be replaced.

LIMITATIONS:

This procedure sheet is for minor construction only; the State's General Construction Activity Storm Water permit has more requirements for larger projects. Be certain that actions to help stormwater quality are consistent with Cal- and Fed-OSHA and air quality regulations.

REFERENCES:

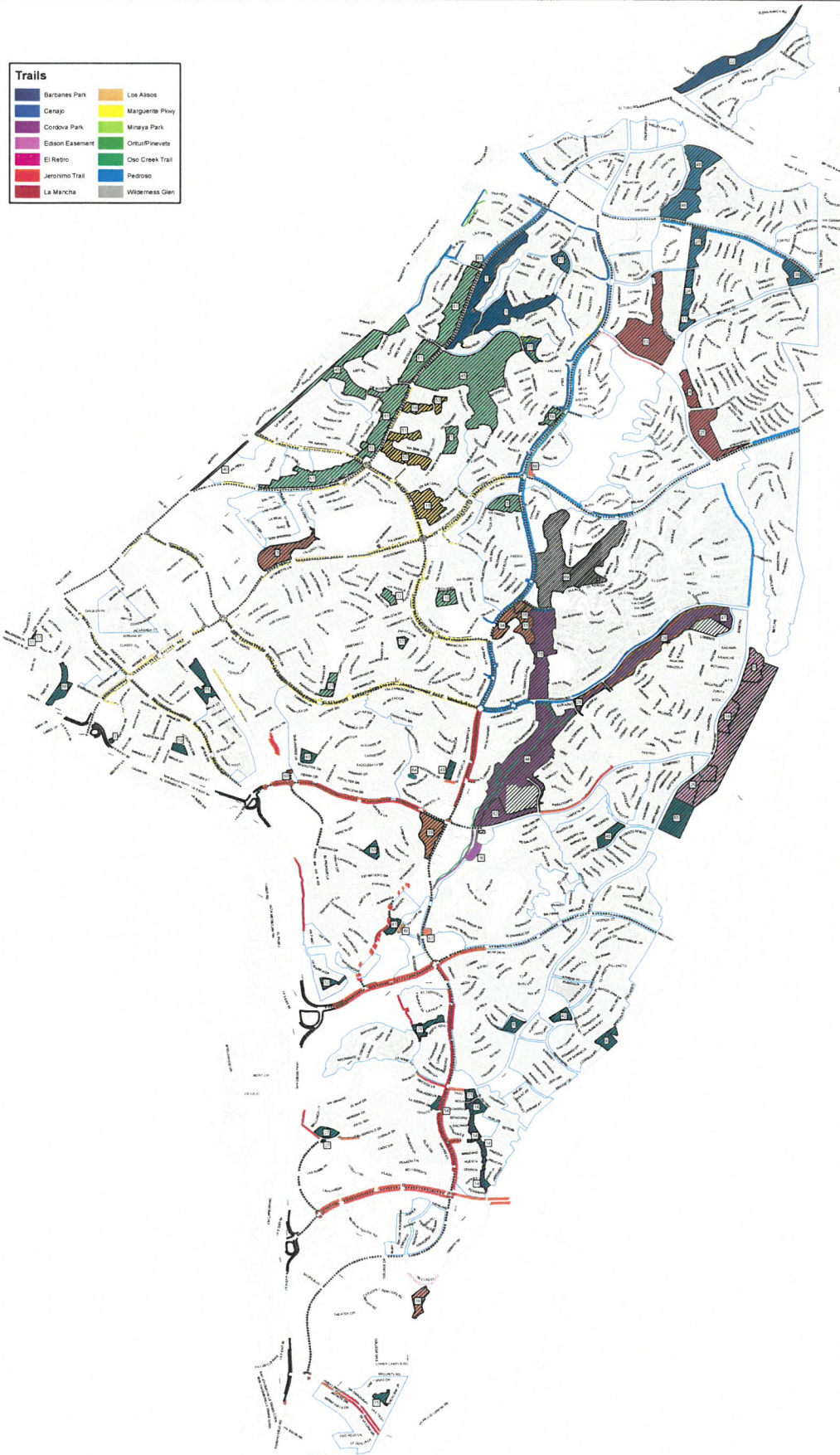
California Storm Water Best Management Practice Handbooks. Municipal Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. 1995. King County Surface Water Management. July. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>

The Stormwater Managers Resource Center (<http://www.stormwatercenter.net/>)

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.

Trails	
Barbanes Park	Los Alisos
Cenajo	Marguerite Piny
Cordova Park	Minaya Park
Edison Easement	Ontut/Pinevets
El Retiro	Oso Creek Trail
Jerónimo Trail	Pedroso
La Mancha	Wilderness Glen



KEY	NAME	TYPE	CONTRACT
1	ABANICO	OPEN SPACE	CONTRACT 1
2	ALGEMAN HILLS	PARK	CONTRACT 6
3	ALICIA	PARK	CONTRACT 7
4	APPLGATE	PARK	CONTRACT 9
5	AURORA	PARK	CONTRACT 5
6	BARBANDANES	PARK	CONTRACT 6
7	BARCELONA	PARK	CONTRACT 5
8	BEBE, WILLIAM	PARK	CONTRACT 10
9	MATT DAVIS	PARK	CONTRACT 6
10	CASTILLE	PARK	CONTRACT 5
11	CASTLEWOOD	PARK	CONTRACT 4
12	CHRISTOPHER	PARK	CONTRACT 5
13	COLINA/ESCORIAL	OPEN SPACE	CONTRACT 2
14	CORDOVA	PARK	CONTRACT 6
15	CORONADO	PARK	CONTRACT 6
16	CORPORATION YARD		CONTRACT 8
17	CULBERG	PARK	CONTRACT 4
18	CURTIS, ROBERT	PARK	CONTRACT 10
19	DORIA	PARK	CONTRACT 6
20	EASTBROOK	PARK	CONTRACT 4
21	EL DORADO	PARK	CONTRACT 5
22	EL TORO ROAD	OPEN SPACE	CONTRACT 1
23	FELPE TENNIS COMPLEX		CONTRACT 6
24	FLAMENCO	PARK	CONTRACT 4
25	FLORENCE JOYNER, OLYMPIAD	PARK	CONTRACT 9
26	GILLERAN, JAMES G.	PARK	CONTRACT 10
27	GRANADA	PARK	CONTRACT 6
28	JERONIMO GREENBELT	OPEN SPACE	CONTRACT 8
29	LA MANCHA	PARK	CONTRACT 6
30	LINDA VISTA	PARK	CONTRACT 6
31	LOS ALISOS PAD	PARK	CONTRACT 5
32	MADRID FORE	PARK	CONTRACT 6
33	MARGUERITE AQUATICS CENTER		CONTRACT 7
34	MARGUERITE RECREATION CENTER YMCA		CONTRACT 7
35	MARGUERITE TENNIS CENTER		CONTRACT 7
36	MELINDA	PARK	CONTRACT 4
37	MINAYA	PARK	CONTRACT 4
38	MISSION VIEJO ANIMAL SHELTER & PET PATH		CONTRACT 7
39	MISSION VIEJO CIVIC CENTER/ LIBRARY		CONTRACT 7
40	NOJAVE	OPEN SPACE	CONTRACT 5
41	MONTANOSO RECREATION CENTER		CONTRACT 6
42	NAPOLI	PARK	CONTRACT 6
43	ONEIL	PARK	CONTRACT 6
44	OSO VIEJO	PARK	CONTRACT 8
45	PA JO SS	OPEN SPACE	CONTRACT 5
46	PACIFIC HILLS	PARK	CONTRACT 6
47	PAVION	PARK	CONTRACT 8
48	PINECREST	PARK	CONTRACT 4
49	PRECIADOS	PARK	CONTRACT 6
50	SAN GABRIEL	OPEN SPACE	CONTRACT 2
51	SANTA LUCIA	OPEN SPACE	CONTRACT 2
52	SANTA MARIA	OPEN SPACE	CONTRACT 2
53	SEVILLE	PARK	CONTRACT 5
54	SIERRA RECREATION CENTER		CONTRACT 6
55	SPENLOVE, BART	PARK	CONTRACT 6
56	Sycamore	PARK	CONTRACT 6
57	VALERANO	PARK	CONTRACT 5
58	VIA LOYOLA	OPEN SPACE	CONTRACT 2
59	VISTA DEL LAGO	PARK	CONTRACT 5
60	WHALE BONE MUSEUM		CONTRACT 3
61	WILDERNESS GLEN	PARK	CONTRACT 5
62	WORLD CUP SOCCER	PARK	CONTRACT 8
63	YOUTHATHLETIC	PARK	CONTRACT 9
64	PRECIADOS STORAGE	FACILITY	CONTRACT 6
65	LA PAWS	PARK	CONTRACT 6
66	LAKESIDE PARK	PARK	CONTRACT 9
67	FIRE STATION 24	FACILITY	CONTRACT 7
68	VIA ANGELINA PAD	OPEN SPACE	CONTRACT 7
69	OSO CREEK GOLF COURSE		
70	OSO TRAIL NORTH OPEN SPACE	OPEN SPACE	CONTRACT 8

MAINTENANCE CONTRACT AREAS	LANDSCAPE TYPES
CONTRACT 1	MEDIAN
CONTRACT 2	SLOPE
CONTRACT 3	PARKWAY & TREE WELL
CONTRACT 4	MAINTENANCE AREA
CONTRACT 5	QUAD
CONTRACT 6	PARKS & OPEN SPACE
CONTRACT 7	GOLF COURSE
CONTRACT 8	H.O.A. LIMITS
CONTRACT 9	PARCELS
CONTRACT 10	

City of Mission Viejo

MAINTENANCE JURISDICTION MAP



MARCH 8, 2023