



**CITY OF MISSION VIEJO
CALIFORNIA**

**SPECIFICATIONS
AND CONTRACT DOCUMENTS**

FOR

**FLEET VEHICLE
MAINTENANCE SERVICES**

MARCH 2023

PREPARED BY:

**CITY OF MISSION VIEJO
200 CIVIC CENTER
MISSION VIEJO, CALIFORNIA 92691-2778
(949) 470-3095**

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CALIFORNIA**

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CONTRACT DOCUMENTS**

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**FLEET VEHICLE
MAINTENANCE SERVICES**

MARCH 2023

APPROVED BY:



JERRY HILL
DIRECTOR OF PUBLIC SERVICES

DATE: 4-6-23

**CITY OF MISSION VIEJO
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CITY OF MISSION VIEJO

NOTICE INVITING BIDS

FLEET VEHICLE MAINTENANCE SERVICES

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 **10:00 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, “**FLEET VEHICLE MAINTENANCE SERVICES 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:

Maintenance and repair of all fleet vehicles, including light towers, trailers, message boards, and any other related miscellaneous equipment.

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.

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.

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

FLEET VEHICLE MAINTENANCE SERVICES

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 06, 2023	Advertise in trade journals and on the Internet
May 2, 2023	Bid opening at 10:00 a.m. City Clerk's counter, City Hall 2 nd Floor, 200 Civic Center, Mission Viejo
May 23, 2023	Award of contract consideration
July 1, 2023	Contract begins

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 FLEET VEHICLE MAINTENANCE SERVICES".

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 ninety (90) 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.

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.

Garage Liability Insurance. Contractor shall obtain and furnish to City a garage 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 in an amount not less than two million dollars (**\$2,000,000**) per occurrence and four million dollars (**\$4,000,000**) in the aggregate. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds. 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.

Garage Keepers Liability Insurance. Contractor shall obtain and furnish to City a garage keepers liability policy covering damage to the vehicles in Contractor's care, custody, and control in connection with the work to be performed pursuant to this project. Contractor shall provide garage keepers liability insurance with a limit of no less than the value of all vehicles in Contractor's custody.

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 per 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.

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 garage 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.

CITY OF MISSION VIEJO

PROPOSAL

**ANNUAL MAINTENANCE PROGRAM FOR THE
FLEET VEHICLE MAINTENANCE SERVICES**

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 their 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. 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, bidder 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 his 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 be 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 types of work to be encountered as to the character, quantity 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 which 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 as stated in the project specifications Notice Inviting Bids, page NB-1.

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

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
FLEET VEHICLE MAINTENANCE SERVICES**

(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
FLEET VEHICLE MAINTENANCE SERVICES**

(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
FLEET VEHICLE MAINTENANCE SERVICES**

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

Owner: City of Mission Viejo
Contract: **FLEET VEHICLE MAINTENANCE SERVICES**

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: _____

Bidder's Name: _____

CITY OF MISSION VIEJO
PROPOSAL BID SHEET
FLEET VEHICLE MAINTENANCE SERVICES

TO THE CITY CLERK OF MISSION VIEJO, CALIFORNIA

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

Project: FLEET VEHICLE MAINTENANCE SERVICES

All in accordance with Drawings and Specifications on file at the office of the City Clerk, **City of Mission Viejo**.

The following estimates of quantities of work to be done and materials to be furnished are approximate only. They are given as a basis for comparison of bids and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but 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.

VEHICLE INVENTORY

MAKE/MODEL	YEAR	ENGINE TYPE	TRANSMISSION TYPE	UNIT NO.	PLATE NO.	VIN NO.
Chaparral Class A Motorhome	1992	8 cyl.	Automatic	201	E-287660	1GBKP37N8M3317069
Ford Ranger King Cab XTL	2002	6 cyl.	Automatic	263	E-1146421	1FTYR44E22PB17207
Toyota Prius 4D	2017	Hybrid	Automatic	264	1492527	JTDKBRFU4H3546666
Toyota Prius 4D	2017	Hybrid	Automatic	265	1492526	JTDKBRFU4H3546702
Ford Explorer XLT	2001	6 cyl.	Automatic	301	E-1064649	1FMZU63E61ZA40372
Chevrolet Bolt *Leased*	2019	Electric	Automatic	302	1581545	1G1FY6SO2K4150733
Chevrolet Equinox FWD LS (OC Sheriff)	2009	6 cyl.	Automatic	307	6JPF369	2CNDL13F196242424
GMC Terrain	2015	4 cyl.	Automatic	308	1371431	2GKALMEKXF6318709
Ford Explorer Unit 3 *Leased*	2021		Automatic	309	1612717	1FMSK7BH8MGB18806
Ford Explorer Unit 4 *Leased*	2021		Automatic	310	1612729	1FMSK7BHXMGB18807
Ford Explorer Unit 1 *Leased*	2023		Automatic	311		*Waiting on replacement*
Ford Explorer Unit 2 *Leased*	2021		Automatic	312	1612716	1FMSK7BH3MGB18809
Ford F-250 Super Duty (Ded Natural Gas)	2008	8 cyl.	Automatic	408	E-1320312	1FTSX20588EE59612
Ford F-250 Super Duty	2008	8 cyl.	Automatic	409	E-1316916	1FDSX20588EE54776
GMC 2500 HD Xtra Cab Pickup (Bi-Fuel)	2013	8 cyl.	Automatic	410	E1397664	1GT210CB7DZ377963
GMC 2500 HD Xtra Cab Pickup (Bi-Fuel)	2013	8 cyl.	Automatic	411	E1397665	1GT210CB7DZ382354
Chevrolet C2500 LT (Bi-Fuel CNG)	2015	8 cyl.	Automatic	412	1459263	1GC2CVEB2FZ136898
Chevrolet C2500 LT (Bi-Fuel CNG)	2015	8 cyl.	Automatic	413	1459262	1GC2CVEB0FZ136494

MAKE/MODEL	YEAR	ENGINE TYPE	TRANSMISSION TYPE	UNIT NO.	PLATE NO.	VIN NO.
Chevrolet 2500 Double Cab Pickup	2023	8 cyl.	Automatic	414	*Waiting to receive	*Waiting to receive
Chevrolet 2500 Double Cab Pickup	2023	8 cyl.	Automatic	415	*Waiting to receive	*Waiting to receive
Chevrolet 2500 Double Cab Pickup	2023	8 cyl.	Automatic	416	*Waiting to receive	*Waiting to receive
Chevrolet Silverado 2500 (Ded Natural Gas)	2004	8 cyl.	Automatic	504	E-1194340	1GCHC29U74E343487
Chevrolet Silverado 2500 (Ded Natural Gas)	2004	8 Cyl	Automatic	505	E-1194338	1GCHC29U94E342132
Chevrolet C2500 LT (Bi-Fuel CNG)	2015	8 cyl.	Automatic	507	1459261	1GC2CVEB7FZ137061
Chevrolet C2500 LT (Bi-Fuel CNG)	2015	8 cyl.	Automatic	508	1459260	1GC2CVEB0FZ136866
Maxilite 683 Diesel Light Tower	1997	Diesel	N/A	602	N/A	9710ML25
Utility Trailer	1997	N/A	N/A	603	E-952965	4HXLS1213VC001572
Amida AL4000 Diesel Light Tower	1998	Diesel	N/A	604	E-1008781	980749584
Amida AL4000 Diesel Light Tower	1998	Diesel	N/A	605	E-1008780	980749582
Amida AL4000 Diesel Light Tower	1998	Diesel	N/A	606	E-954622	980749583
A-Z Big Tex Trailer, Tandem Axle, Surge breaks, 2" ball, side door, rear door.	2000	Dual Axle	AZ-TEX TRAILER	607	N/A	4ZBUE0085YK000027
A-Z Tex Trailer, Tandem Axle, surge breaks, 2" ball, side door, rear door.	2000	Dual Axle	AZ-TEX TRAILER	608	N/A	4ZBUE0083YK000205
Utility Trailer	2009	N/A	N/A	609	E-1331374	4YMUL12189N006372

MAKE/MODEL	YEAR	ENGINE TYPE	TRANSMISSION TYPE	UNIT NO.	PLATE NO.	VIN NO.
Amida AL4000 Diesel Light Tower	2001	Diesel	N/A	704	N/A	0107-71585
Amida AL4000 Diesel Light Tower	2001	Diesel	N/A	705	N/A	0107-71586
Amida AL4000 Diesel Light Tower	2001	Diesel	N/A	706	N/A	0107-71587
Amida AL4000 Diesel Light Tower	2001	Diesel	N/A	707	N/A	0107-71588
Animal Services EOC Trailer	2008	N/A	N/A	801	E1279388	5LZBE19288R007244
Animal Services EOC Trailer	2020	N/A	N/A	800	4SU3266	7FYBE1628LD014545
Kawasaki Mule Utility Vehicle	2007	Gasoline	4-Wheel Drive	802	KAF620E	950501186
Ford F-350 Animal Services Vehicle	2008	10 cyl.	Automatic	803	E1308205	1FTWX30Y78EE06319
Ford F-350 Animal Services Vehicle	2008	10 cyl.	Automatic	804	E1308206	1FTWX30Y58EE06318
Ford F-350 Animal Services Vehicle	2009	10 cyl.	Automatic	805	E1322559	1FTWX30Y79EA19321
Ford F-350 Animal Services Vehicle	2012	8 cyl.	Automatic	806	1371206	1FD8X3A60CEC31759
GMC Terrain Animal Services Vehicle	2016	4 cyl.	Automatic	807	1442789	2GKALMEK1G6147981
Ford F-350	2017	8 cyl.	Automatic	808	1334325	1FD8X3E63HEB30071
Ford F-350	2017	8 cyl.	Automatic	809	1523679	1FD8X3E65HEB30072
Wells Cargo Trailer Tandem Axle	1999	N/A	N/A	N/A	E-949355	1WC200E25X7003882
Ford F-250 Super Cab O.C. Sheriff	2005	10 cyl.	Automatic		1202423 2/1/11 tested	1FTSX20Y25EA45165

BASE BID PRICES – PART A

(Please give only the quantities asked for, number of vehicles is given should there be a quantity price break)

Item No.	Vehicle Description	(1 EA) Transmission Service	(4 EA) Lube Oil Filter	(1 EA) Alignment	(1 EA) Tune Up, Plugs, Cap, Rotor, Wires	Total Price
1	(1) 1992 Chaparral Class A Motor home, 8 cylinder, automatic with A/C					
2	(2) 2017 Toyota Prius 4D, Hybrid, Automatic					
3	(1) 2002 Ford Ranger, King Cab XLT, 6 cylinder, automatic with A/C					
4	(1) 2001 Ford Explorer XLT, 6 cylinder, automatic with A/C					
5	(2) 2013 GMC 2500 H.D. 8-cylinder, Xtra Cab (BI-FUEL, CNG) pickups					
6	(4) 2015 Chevrolet LT C2500 H.D. 8-cylinder Full Cab (BI-FUEL, CNG) pickups					
7	(1) 2004 Chevrolet Sierra 2500, 8 cylinder, automatic with A/C, BI-FUEL					
8	(1) 2004 Chevrolet Sierra 2500, 8 cylinder, automatic with A/C, DEDICATED NATURAL GAS					
9	(2) 2008 F350 Super Cab with Animal Control Body, 10 cylinder, automatic with A/C					
10	(1) 2009 F250 Super Cab with Animal Control Body, 10 cylinder, automatic with A/C					
11	(1)2008 F250 Super Duty 8 Cylinder, automatic with A/C (DEDICATED NATURAL GAS)					
12	(1)2008 Super Duty, 8 Cylinder, automatic with A/C					
13	(2) 2016 GMC Terrain, 4 cylinder, automatic with A/C					
14	(1) 2012 Ford F-350 8-cylinder Super Cab, Animal Control Body, automatic with A/C					
15	(3) 2023 Chevrolet Silverado 2500HD 8 Cylinder, automatic with A/C	N.A.	N.A.		N.A.	
17	(3) 2021 Ford Explorer 6 Cylinder Automatic With A/C	N.A.	N.A.		N.A.	
18	(1)2023 Ford Explorer 6 Cylinder Automatic with A/C	N.A.	N.A.		N.A.	

19	(2) 2017 Ford F-350. Animal Control Body, automatic with A/C					
20	(2) Pool Cars – Wash Exterior and Interior – See GS-1, item K					
21	(8) Amida AL4000 Diesel Light tower	N.A.		N.A.		
TOTAL BASE BID – PART A (in figures)						\$
TOTAL BASE BID – PART A (written in words)						

TIRE SECTION OF BASE BID – PART B					
Item No.	Notes for Tire Bid	Tire Size	Quantity	Unit Price	Subtotal
1	Brand of tire is to be Michelin.	215/50R17 95V XL	4	\$	\$
2		ST205/75R15 L.R.D.	14	\$	\$
3		P225/70R15	4	\$	\$
4		LT235/75R15	4	\$	\$
5		LT245/70R17	4	\$	\$
6		LT245/75R16 L.R.E.	4	\$	\$
7		LT245/75R17 L.R.E.	24	\$	\$
8		255/65R18	16	\$	\$
9		P195/65R15	4	\$	\$
10		P225/65/R17	4	\$	\$
Tire Maintenance Description			Quantity	Unit Price	Subtotal
8	Tire Mounting Per Tire		82	\$	\$
9	Computerized Spin Balance Per Tire		82	\$	\$
10	New Valve Stems, Rubber or Steel		82	\$	\$
11	Tire Puncture Repair (Per Tire)		20	\$	\$
TOTAL BASE BID – PART B (in figures)					\$
TOTAL BASE BID – PART B (written in words)					

SERVICE SECTION OF BASE BID – PART C

Repair facility will also perform the following, when necessary:

1. Provide shuttle service to or from City facility
2. Maintain a computerized tracking system on a PER UNIT BASIS and notify the City of Mission Viejo of service due dates 14 days in advance via email.
3. Update City with quarterly printouts of services performed on a PER UNIT BASIS including a breakdown of unit number, service performed year-to-date, mileage at service, any recommended preventative measures for the City to take under submission, and the estimated dollar amount for recommended services.
4. Provide a computerized printout of services performed at each service interval. Printout must include detail and itemization of each service performed and the bid item or line item number the service references.
5. Accept waste oil from the City for disposal.

Repair shop will provide the following services at ninety (90) day intervals:

Prices will be based on fleet identified in Inventory.

Change the engine oil and replace with Quaker State, Valvoline, or Castrol oil to manufacturer's specifications. **Change the engine oil filter** using only O.E.M. or Fram oil filters to manufacturer's specifications.

Perform all steps necessary to **fully lubricate** each vehicle including, but not limited to: Lubricating all zerk fittings, all hinges on the vehicle and using wax lube on all rubber bushings and fittings.

When servicing each vehicle, perform the following:

Complete safety inspection including, but not limited to:

CHECK AND ADJUST:

- Air filter (blow out dust/debris)
- Wiper blades
- Head, tail and parking lights
- All belts and hoses including tension on belts and hose clamps for tightness
- Air pressure in all tires, including spare tire
- Complete brake system for wear and leaks
- Complete drive train components

CHECK AND TOP OFF:

- Differential fluid
- Power steering fluid
- Windshield washer fluid

- Brake fluid
- Transmission fluid
- Engine coolant up to ½ gallon
- Battery water where applicable

ROTATE AND CHECK FOR WEAR:

- Four tires per vehicle

SERVICE SECTION OF BASE BID – PART C			
28	¾ - ton truck	4 each	\$
29	½ - ton truck	4 each	\$
30	Mini van	4 each	\$
31	35-foot "Chaparral Class A" motor home	4 each	\$
32	Passenger car	4 each	\$

TOTAL BASE BID PRICE – PART A + B + C (in figures)	\$
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TOTAL BASE BID PRICE – PART A + B + C (in words)

Payment Terms: _____

Discount Terms (if any): _____

BID ALTERNATIVE 1

The below 90-day services prices will be based on fleet identified in Inventory.

Item No.	Description	Unit Price Per Service
1	Automatic transmission service including draining fluid, installing new pan gasket and filter kit and, adding new fluid to meet manufacturer's specifications and priced as follows:	
1a	Per ¾-ton truck	\$
1b	Per ½-ton truck	\$
1c	35-foot "Chaparral Class A" Motor home	\$
1d	Per mini-van	\$
1e	Per passenger car, front- or rear-wheel drive	\$
2	Biweekly vehicle wash - wash to include interior and exterior of vehicle to accepted standards	\$
3	Annually wash and wax including total and complete detailing of each vehicle to accepted standards	\$
4	Annual radiator power flush and recycling of coolant and refilling to manufacturer's specifications as follows:	
4a	Per ¾-ton truck	\$
4b	Per ½-ton truck	\$
4c	Per mini-van	\$
4d	35-foot "Chaparral Class A" Motor home	\$
4e	Per passenger car, front- or rear-wheel drive	\$
5	Bleed, flush and adjust brakes, priced per axle as follows:	
5a	Per ¾-ton truck	\$
5b	Per ½-ton truck	\$
5c	Per mini-van	\$
5d	35-foot "Chaparral Class A" Motor home	\$
5e	Per passenger car, front- or rear-wheel drive	\$
6	One vehicle rotor re-surfacing per vehicle as required	\$
7	Repack wheel bearings at brake service per vehicle	\$
8	Labor to replace air filter	\$
9	Two-wheel computerized alignment including shims for a standard alignment as follows:	
9a	Per ¾-ton truck per alignment	\$
9b	Per ½-ton truck per alignment	\$
9c	Per mini-van per alignment	\$
9d	35-foot "Chaparral Class A" Motor home	\$
9e	Per passenger car per alignment	\$
10	Smog inspection total price per unit	\$
11	Tune up, including: Plugs, wires, cap, and rotor.	
11a	Per ½-ton truck	\$
11b	Per ¾-ton truck	\$
11c	Per mini-van	\$
11d	Per passenger car	\$
11e	Per 35-foot "Chaparral Class A" Motor home	\$

12	Hourly labor unit cost	\$
12a	Installations	\$
12b	Troubleshooting	\$

All prices shall include the total price for the service performed, including any hazardous waste fees, disposal fees, incidental shop fees, etc., and any other incidental or “in the normal course of business” fees. The City will not pay any fees for rags, oil, nuts and bolts, etc., without prior written authorization.

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

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 their 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.

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 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 which 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.
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
_____	_____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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. 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 I 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), ABLÉ 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 ⁴
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)(i)(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 FLEET VEHICLE MAINTENANCE 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 his or her 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.

b. Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order, or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to

review any such response does not imply the right of or require City to control, direct, or rewrite said response.

13. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by subsequent written notice:

To City: City of Mission Viejo
 200 Civic Center
 Mission Viejo, CA 92691
 Attention: City Manager

To Contractor:

14. ASSIGNMENT. The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City, which City may grant or withhold in its sole and absolute discretion, with no obligation to disclose the basis for its decision to any person, firm, entity, or Party. Because of the personal nature of the services to be rendered pursuant to this Agreement, only _____ shall perform the services described in this Agreement. _____ may use assistants, under their direct supervision, to perform some of the services under this Agreement. Contractor shall provide City fourteen (14) days' notice prior to the departure of _____ from Contractor's employ. Should he or she leave Contractor's employ, the city shall have the option to immediately terminate this Agreement within three (3) days of the close of said notice period. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and the Contractor.

15. LICENSES. At all times during the term of this Agreement and prior to commencement of any work under this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW. The City and Contractor agree that the laws of the State of California, or, as necessary, the laws of the United States Federal government, shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

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

EXHIBIT A

TASKS TO BE PERFORMED

Work to be done consists of furnishing all materials, equipment, tools, labor, transportation, and incidentals as required by the specifications and Contract Documents for the above-stated project. The general items of work to be done hereunder consists of: maintenance and repair of all fleet vehicles, including light towers, trailers, message boards, and any other related miscellaneous equipment.

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.

Garage Liability Insurance. Contractor shall obtain and furnish to City a garage 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 in an amount not less than two million dollars (**\$2,000,000**) per occurrence and four million dollars (**\$4,000,000**) in the aggregate. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds. 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.

Garage Keepers Liability Insurance. Contractor shall obtain and furnish to City a garage keepers liability policy covering damage to the vehicles in Contractor's care, custody, and control in connection with the work to be performed pursuant to this Agreement. Contractor shall provide garage keepers liability insurance with a limit of no less than the value of all vehicles in Contractor's custody.

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 per 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.

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/garage 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.

CITY OF MISSION VIEJO

**COMPENSATION INSURANCE CERTIFICATE
FOR FLEET VEHICLE MAINTENANCE SERVICES**

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
FLEET VEHICLE MAINTENANCE
GENERAL SPECIFICATIONS**

1. TERMS

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

2. SCOPE OF WORK

- A. This specification establishes the standard for the maintenance of all fleet vehicles and miscellaneous equipment for the City of Mission Viejo.
- B. The contractor shall furnish all labor, equipment, materials, tools, services, transportation, and special skills required to perform the maintenance on all fleet vehicles and all miscellaneous equipment for the City of Mission Viejo as set forth in this specification and in keeping with the highest standards of quality and performance.
- C. The contractor's prime responsibility will be to keep all City vehicles and equipment in good running condition and to ensure the safety of the operators by performing routine safety checks and exercising professional preventative maintenance practices at all times for all equipment.
- D. The contractor will use the highest quality products and materials while performing the maintenance on City vehicles and equipment. When applicable contractor will use factory parts and accessories unless otherwise stated.
- E. The contractor shall not deviate from written prices unless the Public Services Operations Manager and/or the Fleet Manager give verbal and/or written consent.
- F. The contractor will provide all said printouts promptly and without delay.
- G. The contractor will maintain the computerized tracking system in a fully operational mode so as not to delay the repairs of equipment and to make the servicing of the equipment as minimal of an impact to the City as possible.
- H. The contractor will in the event a vehicle or piece of equipment needs extensive repair store vehicles or equipment inside at night to prevent vandalism to City property.
- I. Contractor to provide vehicle smog inspections and certifications on all City vehicles annually or as required by the State of California, as well as maintain records of said smog certifications and file the required annual report with the State of California prior to January 1st of each year.
- J. Contractor must provide service for oil changes; tire changes, alignments, inspections and all minor repairs to City's fleet of vehicles.

- K. Contractor will be required to pick up City's pool car vehicles on a bi-weekly basis for exterior and interior cleaning. This will require Saturday or Sunday work so as not to interrupt City business. The contractor will be required to conduct this service off-site of City owned property and return the vehicle in a timely manner. **(Same day service)** This service will include the Emergency Command Vehicle (35-foot Class A motor home) on an as needed basis.

3. TIME OF COMPLETION

The City will not tolerate projects that have been started and are left idle. Work shall commence and proceed daily, without delays unless a verbal or written explanation is given. Contractor will abide by all time lines outlined in this document. For example, 24-day notification for vehicles to be serviced, services to be performed every 90 days and quarterly reports. Failure by the Contractor to perform the required inspections and safety repairs as specified within the Specifications and Contract Documents may subject the Contractor to legal liabilities resulting from such deficiencies in performance or failure to perform the required duties.

4. RESPONSIBILITY FOR DAMAGE

The City of Mission Viejo, the City Council, the Public Services Director, or the Public Services Operations Manager 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 Viejo, The City Council, the Director of Public Services, and the Public Services Operations Manager from any suits, claims, or actions brought by any 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.

5. PERSONAL LIABILITY

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

6. ALTERATIONS AND ADDITIONS

The City of Mission Viejo may, if it deems it necessary, make alterations and modifications to the Specifications for the work, covering any portion thereof and ordering extra work to be done. The price to be paid for the work under such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to the contract. It is expressly understood and agreed that such alterations, additions, modifications, or omissions shall not in any way violate or annul the contract, and the Contractor shall agree not to claim or bring suit for any damages whether for loss of profits or otherwise, on account of said changes. Whenever during the progress of work, any additional work or change or modification in the work contracted for is agreed upon as aforesaid, such additional work or modification shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions, and provisions of the original contract.

7. **PRESERVATION OF PROPERTY**

Contractor shall provide and install suitable safeguards to protect such objects from injury or damage.

8. **FAILURE TO PERFORM**

Contractor shall comply with all contract specifications and conditions. Failure to comply will result in a performance deficiency for the said amount in the performance deficiency notification. Please see performance deficiency notification form in the Forms section.

9. **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.



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

APPENDIX A

Regional Water Quality Control Board

Municipal Maintenance Practices



FUELING

Spills and leaks that may occur during equipment and vehicle fueling can contribute hydrocarbons, oils and greases, and heavy metals to stormwater runoff. Implementation of the following procedures can help prevent fuel spills and leaks and thereby reduce their impacts to stormwater.

Spills and leaks that may occur during equipment and vehicle fueling can contribute hydrocarbons, oils and greases, and heavy metals to stormwater runoff. Implementation of the following procedures can help prevent fuel spills and leaks and thereby reduce their impacts to stormwater.

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 fueling include:

- Fuel vehicles and equipment at off-site commercial fueling stations when feasible.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

General Guidelines

- ✓ If refueling must be done on site, use a location away from storm drains and creeks.
- ✓ If re-developing the fueling area, design the area to prevent the run-on of stormwater and the runoff of spills:
 - Pave fueling area with Portland cement concrete (or equivalent smooth impervious surface), with a 2% to 4% slope to prevent ponding.
 - Separate the dispensing area from the rest of the site by a grade break that prevents run-on of storm water to the extent practicable. The fuel dispensing area is defined as extending 6.5 feet from the corner of each fuel dispenser or the length at which the hose and nozzle assembly area may be operated plus 1 foot, whichever is less. The paving around the fuel dispensing area

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may exceed the minimum dimensions of the "fuel dispensing area" stated above.

- Cover the fuel dispensing area. The cover's minimum dimensions must be equal to or greater than the area within the grade break or the fuel dispensing area.
- Design the cover so that it does not drain onto the fuel dispensing area.
- ✓ Install vapor recovery nozzles to help control drips as well as air pollution.
- ✓ Discourage "topping off" of fuel tanks.
- ✓ Use secondary containment such as curbs, berms, etc. when transferring fuel from the tank truck to the fuel tank.
- ✓ If the facility has large numbers of mobile equipment working throughout the site and they are fueled with a mobile fuel truck, establish a designated area for fueling. With the exception of racked equipment such as bulldozers and perhaps small forklifts, most vehicles should be able to travel to a designated area with little lost time. Place temporary "caps" over nearby storm drain inlets so that if a spill occurs it is prevented from entering the storm drain.
- ✓ Ensure compliance with all Federal and State requirements regarding underground storage tanks, or install above ground tanks.
- ✓ Use dry methods to clean the fueling area whenever possible. If you periodically clean by pressure washing, place a temporary plug in the downstream drain and pump out the accumulated water. Properly dispose of the water.
- ✓ Train employees on proper fueling and cleanup procedures
- ✓ Ensure the following safeguards are in place:
 - Overflow protection devices on tank systems to warn the operator to automatically shutdown transfer pumps when the tank reaches full capacity
 - Protective guards around tanks and piping to prevent vehicle or forklift damage
 - Clearly tagging or labeling all valves to reduce human error
 - Placement of spill kits at fueling areas and/or on vehicles.
- ✓ Stencil storm drain inlets within the facility boundary, by paint/stencil (or equivalent), to indicate whether they flow to an oil/water separator, directly to the sewer, or to a storm drain. Labels are not necessary for plumbing fixtures directly connected to the sanitary sewer.
- ✓ Use absorbent materials on small spills and general cleaning rather than hosing down the area. Remove the absorbent materials promptly.
- ✓ Place a stockpile of spill cleanup materials where it will be readily accessible.

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

Spill Response

See Spill Prevention and Control procedures sheet

✓ Aboveground tank leak and spill control (not applicable to propane):

- Check for external corrosion and structural failure
- Check for spills and overfills due to operator error
- Check for failure of piping system
- Check for leaks or spills during pumping of liquids or gases from truck or rail car to a storage facility or vice versa
- Visually inspect new tank or container installation for loose fittings, poor welding, and improper or poorly fitted gaskets
- Inspect tank foundations, connections, coatings, and tank walls and piping system. Look for corrosion, leaks, cracks, scratches, and other physical damage that may weaken the tank or container system.

OPTIONAL:

- Periodically, integrity testing should be conducted by a qualified professional.

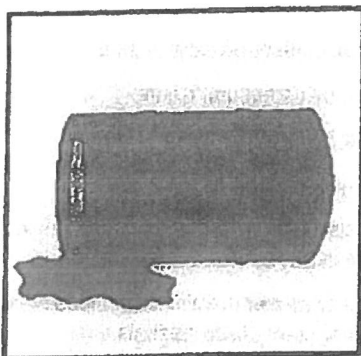
LIMITATIONS:

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/wtr/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.



SPILL PREVENTION AND CONTROL

Preparation for accidental or illegal spills, with proper training and reporting systems implemented, can minimize the discharge of pollutants to the environment. Specific spill prevention and response activities may involve one or more of the following activities:

- 1. Preparation/Prevention**
- 2. Spill Response**
- 3. Reporting**
- 4. Training**

An emergency spill response plan, the Orange County Hazardous Materials Area Plan, has been developed. Each City should adopt this plan or an equivalent plan to respond to hazardous materials emergencies.

MODEL PROCEDURES:

1. Preparation/Prevention

- ✓ Adopt the Orange County Hazardous Materials Area Plan or equivalent plan which includes a set of planned responses to hazardous materials emergencies, addressing chain-of-command, public agency participation and allocation of authority.
- ✓ Place a stockpile of spill cleanup materials where it will be readily accessible.
- ✓ Develop procedures to prevent/mitigate spills to storm drain systems. Develop and standardize reporting procedures, containment, storage, and disposal activities, documentation, and follow-up procedures.
- ✓ Identify key spill response personnel.

2. Spill Response

- ✓ Clean up leaks and spills immediately.
- ✓ On paved surfaces, clean up spills with as little water as possible. Use a rag for small spills, a damp mop for general cleanup, and absorbent material for larger spills. If the spilled material is hazardous, then the used cleanup materials are also hazardous and must be sent to a certified laundry (rags) or disposed of as hazardous waste.
- ✓ Never hose down or bury dry material spills. Sweep up the material and dispose of properly.
- ✓ Use adsorbent materials on small spills rather than hosing down the spill. Remove the adsorbent materials promptly and dispose of properly.
- ✓ For larger spills, a private spill cleanup company or Hazmat team may be necessary.

OPTIONAL:

- If illegal dumping is observed at the facility post "No Dumping" signs with a phone number for reporting dumping and disposal.

3. Reporting

- ✓ Report spills or problems to a city Authorized Inspector

4. Training

- ✓ Educate employees about spill prevention and cleanup.

LIMITATIONS:

For hazardous spills, a private spill cleanup company or Hazmat team may be necessary. Proper training is crucial to reducing the frequency, severity, and impacts of leaks and spills.

REFERENCES:

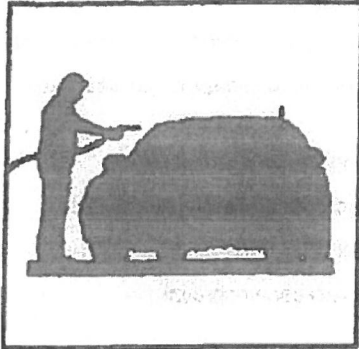
California Storm Water Best Management Practice Handbooks. Municipal Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

The Stormwater Mangers 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

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Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.



VEHICLE AND EQUIPMENT CLEANING

Vehicle and equipment cleaning activities can contribute toxic hydrocarbons and other organic compounds, oils and greases, nutrients, heavy metals, and suspended solids to stormwater runoff. Use of the procedures outlined below can prevent or reduce the discharge of pollutants to stormwater during vehicle and equipment cleaning.

1. Inspection and Cleaning of Stormwater Conveyance Structures
2. Controlling Illicit Connections and Discharges
3. Controlling Illegal Dumping

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 vehicle and equipment cleaning include:

- Use outside service agencies to clean vehicles and equipment.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

If your facility washes or steam cleans a large number of vehicles or pieces of equipment, consider contracting out this work to a commercial business. These businesses are better equipped to handle and dispose of the wash waters properly. Contracting out this work can also be economical by eliminating the need for a separate washing/cleaning operation at your facility.

If washing/cleaning must occur on-site follow these procedures:

- ✓ Use designated, covered, wash areas to prevent contact with stormwater and bermed to contain wash water.
- ✓ Designated wash areas must be well marked with signs indicating where and how washing must be done.
- ✓ Water may be discharged to the sanitary sewer after flowing through a clarifier. If the above conditions are not met, other pre-treatment may be

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

required.

- ✓ Do not permit steam cleaning or engine degreasing at the wash out area.
- ✓ Washing operations should be conducted in a designated wash area having the following characteristics:
 - Paved with Portland cement concrete
 - Covered or bermed to prevent contact with storm water
 - Sloped for wash water collection
 - Connected to the sanitary sewer – upon approval.
 - Clearly designated

OPTIONAL:

- Consider filtering and recycling wash water.
- Equip wash areas with oil/water separators.

LIMITATIONS

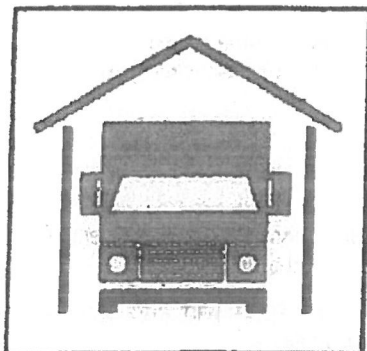
Steam cleaning can generate significant pollutant concentrations requiring permitting, monitoring, pretreatment, and inspections. The measures outlined in this procedure sheet are insufficient to address all the environmental impacts and compliance issues related to steam cleaning.

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.

The Stormwater Mangers 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. 1996.



VEHICLE AND EQUIPMENT STORAGE

Stormwater runoff from vehicle and equipment storage areas can be contaminated with toxic hydrocarbons and other organic compounds, oils and greases, heavy metals, nutrients, and suspended solids. Activities associated with vehicle and equipment storage may involve one or more of the following:

1. Storing Vehicles and Equipment
2. Wrecked Vehicle Storage
3. Cleaning Storage Areas

Related vehicle maintenance activities are covered under the following program headings in this manual: "Vehicle and Equipment Cleaning", "Equipment Maintenance and Repair", 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 vehicle and equipment storage include:

- Use outside service agencies to clean vehicle storage areas and collect water for off-site disposal.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Storing Vehicles and Equipment

General Guidelines

- ✓ Place drip pans or absorbent materials under vehicles and heavy equipment when not in use.
- ✓ Inspect the storage yard for filling drip pans and other problems (leaking equipment) regularly.
- ✓ Train employees on procedures for storage and inspection items.

Batteries

- ✓ Store batteries that have been dropped or are cracked in a secondary container even if it appears that the acid has already drained.

2. Wrecked Vehicle Storage

- ✓ As the vehicles arrive, place drip pans under them immediately, even if the fluids have leaked out before the car arrives.
- ✓ Drain all fluids from wrecked vehicles and "part" cars. Also drain engines, transmission, and other used parts.
- ✓ Promptly transfer used fluids to the proper container; do not leave full drip pans or other open containers lying around.
- ✓ Do not store vehicles near storm drain inlets.
- ✓ Comply with all applicable State and Federal regulations regarding storage, handling, and transport of petroleum products.

3. Cleaning Vehicle Storage Areas

- ✓ Dry sweep parking lots, storage areas, and driveways at least once per month to collect dirt, waste, and debris, do not hose down the area to a storm drain.
- ✓ Considering using an outside service to clean vehicle storage areas and collect water for off-site disposal.

LIMITATIONS:

It may not be possible to contain and clean up spills from vehicles/equipment brought on-site after working hours.

REFERENCES:

California Storm Water Best Management Practice Handbooks. Municipal Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Urbe 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>

Los Angeles County Stormwater Quality Model Programs. Public Agency Activities http://ladpw.org/wmd/npdes/model_links.cfm

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.



WASTE HANDLING AND DISPOSAL

Improper storage of solid wastes can allow toxic compounds, oils and greases, heavy metals, nutrients, suspended solids, and other pollutants to enter stormwater runoff. The discharge of pollutants to stormwater from waste handling and disposal can be prevented and reduced by tracking waste generation, storage, and disposal; reducing waste generation and disposal through source reduction and recycling; and preventing run-on and runoff. Proper waste handling and disposal activities include the following:

1. Litter Control
2. Waste Collection
3. Spill/Leak Control
4. Run-on/Runoff Prevention

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 waste handling and disposal include:

- Reuse products when possible.
- Recycle leftover products that are recyclable.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Litter Control

General Guidelines

- ✓ Enforce anti-litter laws.
- ✓ Provide a sufficient number of litter receptacles at each fixed facility.
- ✓ Clean out and cover litter receptacles frequently to prevent spillage.

OPTIONAL:

- Post "No Littering" signs.
- Place trash receptacles at transit stops and maintain as necessary

2. Waste Collection

General Guidelines

- ✓ Keep waste collection areas clean.
- ✓ Regularly inspect solid waste containers for structural damage. Repair or replace damaged containers as necessary.
- ✓ Secure solid waste containers; containers should be closed tightly when not in use.
- ✓ Do not fill waste containers with washout water or any other liquid.
- ✓ Ensure that only appropriate solid wastes are added to the solid waste container. Certain wastes such as hazardous wastes, appliances, fluorescent lamps, pesticides, etc. may not be disposed of in solid waste containers (see chemical/hazardous waste collection section below).
- ✓ Do not mix liquid wastes; this can cause chemical reactions, make recycling impossible, and complicate disposal.

Good Housekeeping

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

- ✓ Use the entire product before disposing of the container.
- ✓ The waste management area should be kept clean by sweeping and cleaning up spills immediately.
- ✓ When cleaning around dumpster areas use dry methods when possible (e.g. sweeping, use of absorbents). If water must be used after sweeping/using absorbents, collect water and discharge to landscaped area or discharge through grease interceptor to the sewer if permitted to do so.

Chemical/Hazardous Waste Management

- ✓ All hazardous waste must be labeled according to hazardous waste regulations. Consult your Fire Department or your local hazardous waste agency for details.
- ✓ Educate/train employees and subcontractors in proper hazardous waste handling management practices.
- ✓ Handle hazardous materials as infrequently as possible. Only properly trained personnel should handle hazardous waste.
- ✓ Select designated hazardous waste collection areas on-site and make sure that hazardous waste is collected, removed, and disposed of only at these authorized disposal areas.
- ✓ Hazardous wastes may only be stored for 90 days or less, unless the facility obtains a permit.

Waste Reduction/ Recycling

- ✓ Hazardous materials and wastes should be stored in covered containers and protected from vandalism.
- ✓ Place hazardous waste containers in secondary containment.
- ✓ Stencil storm drains on the facility's property
- ✓ Recycle materials whenever possible.

OPTIONAL:

- Reduce the amount of waste generated by using source controls such as:
 - Production planning and sequencing
 - Process or equipment modification
 - Raw material substitution or elimination
 - Loss prevention and housekeeping
 - Waste segregation and separation
 - Close loop recycling
- Establish a material tracking system to increase awareness about material usage. This may reduce spills and minimize contamination, thus reducing the amount of waste produced.

3. Spill/Leak Control:

Also see Spill Prevention and Control procedure sheet

- ✓ Clean up spills immediately.
- ✓ Spill cleanup materials should be placed where they are easily accessible.
- ✓ Minimize spillage/leaking from solid waste containers. For larger solid waste containers (especially compactors) that utilize a hydraulic fluid pump system, regularly inspect and replace faulty pumps or hoses to minimize the potential of releases and spills.
- ✓ Check waste management areas for leaking containers or spills.
- ✓ Leaking equipment including valves, lines, seals, or pumps should be repaired promptly.
- ✓ Transfer waste from damaged containers into safe containers.
- ✓ Vehicles transporting waste should have spill prevention equipment that can prevent spills during transport. The spill prevention equipment includes:
 - Vehicles equipped with baffles for liquid waste
 - Trucks with sealed gates and spill guards for solid waste
- ✓ Special care should be taken when loading or unloading wastes. See *Loading and Unloading procedure sheet*.

4. Run-on/Runoff Prevention

- ✓ Prevent stormwater run-on from entering waste management areas by enclosing the area or building a berm around the area.
- ✓ Prevent the waste materials from directly contacting rain.
- ✓ Cover waste areas with a permanent roof if feasible. If not feasible, cover waste piles with temporary covering material such as reinforced tarpaulin, polyethylene, polyurethane, polypropylene or hypalon.
- ✓ If possible, move the activity indoors; ensuring first that all safety concerns such as fire hazard and ventilation are addressed.
- ✓ Dumpsters should be covered to prevent rain from washing waste out of holes or cracks in the bottom of the dumpster.

OPTIONAL:

- Minimize the runoff of stormwater for land application by:
 - Choosing a site where slopes are under 6%, the soil is permeable, there is a low water table, it is located away from wetlands or marshes, there is a closed drainage system.
 - Avoiding application of waste to the site when it is raining or when the ground is saturated with water.
 - Growing vegetation on land disposal areas to stabilize soils and reduce the volume of surface water runoff from the site.
 - Maintaining adequate barriers between the land application site and the receiving waters. Planted strips are particularly good.
 - Using erosion control techniques such as mulching and matting, filter fences, straw bales, diversion terracing, and sediment basins.
 - Performing routine maintenance to ensure the erosion control or site stabilization measures are working.

LIMITATIONS:

Hazardous waste cannot be re-used or recycled; it must be disposed of by a licensed hazardous waste hauler.

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