AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, JUNE 01, 2022
7:00 PM REGULAR MEETING

City Hall
Council Chambers
12 Journey
Aliso Viejo, CA

Mayor Ross Chun
Mayor Pro Tem Richard W. Hurt
Councilmember Tiffany Ackley
Councilmember David C. Harrington
Councilmember Mike Munzing

SPECIAL NOTICE REGARDING COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On September 16, 2021, Assembly Bill 361 (AB 361) was signed by Governor Newsom, to allow for the City Council to attend City Council meetings telephonically and for the public to participate in the City Council meeting by electronic means.

Given the health risks associated with COVID-19, state and local officials are recommending measures to promote social distancing; therefore, the City of Aliso Viejo will not have the Council Chambers open to the public for this meeting. Members of the public may access the meeting live using any of the following sources:

- Cox Communications Channel 851
- AT&T U-Verse Channel 99
- Online at www.avcity.org
- Online at https://attendee.gotowebinar.com/register/857059841563556365

Public comments may be submitted by calling (949) 425-2509 to leave a recorded message by 4:00 pm on the day of the meeting or via email to Community-Input@avcity.org. Alternatively, public comments may be submitted by logging onto the meeting through this link and using the "Raise Hand" feature: https://attendee.gotowebinar.com/register/857059841563556365. Comments are limited to three minutes each.

WELCOME to the City of Aliso Viejo City Council meeting. Those persons wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. Speakers will be called at the appropriate time as their interested matter is heard. COMMENTS WILL BE LIMITED TO THREE MINUTES PER SPEAKER. Council proceedings are recorded.

It is the City's intention to comply with the Americans with Disabilities Act (ADA). If you need special assistance to participate in the meeting, the City will make reasonable arrangements to ensure accessibility and/or accommodations. [28 CFR 35.102-35.104 ADA Title II] Please contact the City Clerk's Office at (949) 425-2505 at least 48 hours prior to the meeting.

Regular meetings of the City Council are held on the first and third Wednesday of the month at the City Hall Council Chambers, 12 Journey, Aliso Viejo. Copies of the agenda are available in the lobby at City Hall on the Thursday preceding a regularly scheduled City Council meeting. All communications received by the City regarding an agenda item have been included in the agenda materials. Supplemental documents relating to specific agenda items, including communications received after agenda delivery, are presented at the dais and in the Public Copy agenda binder at the time of the meeting. Supplemental documents are also available for review in the City Clerk's office, 12 Journey, Aliso Viejo. For more information, please contact City Hall at (949) 425-2505.

This meeting will be broadcast live on Cox Communications Channel 851, AT&T U-Verse Channel 99 and the City's website. By attending the City Council Meeting, you are giving your permission to be televised. The Council Meetings are rebroadcast on Wednesday at 7:00 p.m. on Cox Communications Channel 851, AT&T U-Verse Channel 99, and can be viewed on the internet at www.avcity.org.

DAVID A. DOYLE	SCOTT C. SMITH	MITZI ORTIZ
CITY MANAGER	CITY ATTORNEY	CITY CLERK

PLEASE SILENCE ALL CELL PHONES AND OTHER
ELECTRONIC EQUIPMENT WHILE CITY COUNCIL IS IN SESSION

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. SPECIAL PRESENTATIONS:

None

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

Members of the public wishing to address the City Council can submit public comments by calling (949) 425-2509 to leave a recorded by 4:00 pm on the day of the meeting or via email to Community-Input@avcity.org. Written comments will be read into the record and recorded messages will be aired during the meeting. Alternatively, public comments may be submitted by logging onto the meeting through this link and using the "Raise Hand" feature: https://attendee.gotowebinar.com/register/8570598415635563365. Comments are limited to three (3) minutes each. In compliance with the Brown Act, no discussion or action may be taken on comments received at this time, except the City Council may briefly respond to statements made or questions posed.

4. CONSENT CALENDAR:

All matters listed on the Consent Calendar will be acted upon by one vote unless members of the City Council, or staff request a matter to be discussed and/or removed from the Consent Calendar for separate action. Items removed from the Consent Calendar will be discussed and voted upon immediately following City Council action on the remainder of the Consent Calendar.

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

4.2. RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommended Action: Move to reconfirm findings under Assembly Bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.

Staff Report

Attachment 1 - Resolution No. 2021-27

4.3. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the May 4, 2022 Regular Meeting.

Draft Minutes - May 4, 2022 Regular Meeting

4.4. ACCOUNTS PAYABLE

Recommended Action:

1. Ratify accounts payable checks and electronic funds transfers issued April 28, 2022, in the amount of $390,592.35; and
2. Ratify accounts payable checks and electronic funds transfers issued May 12, 2022, in the amount of $1,256,184.36.

Staff Report

Attachment 1 - Accounts Payable Report

4.5. TREASURER'S STATEMENT – MARCH 2022

Recommended Action: Approve March 2022 Treasurer's Statement.

Staff Report
Attachment 1 - Mar'22 Treasurer's Report

4.6. AUTHORIZED OFFICERS FOR LOCAL AGENCY INVESTMENT FUND (LAIF)

Recommended Action: Adopt a Resolution to update the City employees authorized to order the deposit or withdrawal of monies in the Local Agency Fund (LAIF) and rescinding Resolution No. 2006-027.

Staff Report
Attachment 1 - Resolution

4.7. PROFESSIONAL SERVICES AGREEMENT WITH ROGERS, ANDERSON, MALODY & SCOTT, LLP FOR AUDITING SERVICES

Recommended Action:

1. Approve the agreement with Rogers, Anderson, Malody & Scott, LLP for auditing services; and
2. Authorize the City Manager to execute the agreement for an amount not to exceed $36,000.

Staff Report
Attachment 1 - Agreement

4.8. AQUATIC CENTER MANAGEMENT SERVICES AGREEMENT WITH PREMIER AQUATIC SERVICES

Recommended Action: Approve and authorize the City Manager to execute the Aquatic Center Management Services Agreement with Premier Aquatic Services.

Staff Report
Attachment 1 - Agreement

4.9. CONTRACT WITH ALL AMERICAN ASPHALT FOR THE FY 22-23 SLURRY SEAL AND REHABILITATION PROJECT

Recommended Action:

1. Approve Contract Documents, Specifications, and Plans for the FY 22-23 Slurry Seal and Rehabilitation Project;
2. Award a contract in the amount of $1,362,775.83 to All American Asphalt as the lowest responsible bidder for the FY 22-23 Slurry Seal and Rehabilitation Project;
3. Authorize the City Manager to execute a contract with All American Asphalt;
4. Authorize City staff to make total compensation to All American Asphalt up to $1,362,775.83 plus $136,277.58 (10% of the contract amount) to allow for contingencies, totaling $1,499,053.41; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

Staff Report
Attachment 1 - Contract
Attachment 2 - Submitted Bid

4.10. THREE-YEAR AGREEMENT WITH NV5, INC. FOR CONSTRUCTION INSPECTION SERVICES

Recommended Action:

1. Approve a 3-year agreement with NV5, Inc. to perform construction inspection services; and
2. Authorize the City Manager to execute a professional services agreement with NV5, Inc. for an amount of approximately $100,000 annually not to exceed $300,000 over the 3-year term of the agreement.

Staff Report
Attachment 1 - Agreement

4.11. AGREEMENTS WITH RICHARD FISHER ASSOCIATES AND RJM DESIGN GROUP, INC. FOR LANDSCAPE ARCHITECTURE AND INSPECTION SERVICES

Recommended Action:

1. Approve an agreement with Richard Fisher Associates to perform landscape architecture and inspection services for an amount not to exceed $300,000;
2. Approve an agreement with RJM Design Group, Inc. to perform landscape architecture and inspection services for an amount not to exceed $100,000; and
3. Authorize the City Manager to execute professional services agreements with Richard Fisher Associates and RJM Design Group, Inc.

Staff Report
Attachment 1 - Agreement with Richard Fisher Associates
Attachment 2 - Agreement with RJM Design Group, Inc.

4.12. GENERAL MUNICIPAL ELECTION – NOVEMBER 8, 2022

Recommended Action:

1. Adopt a Resolution calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2022, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities and for the submission to the voters a question relating to establishing term limits for Members of the City Council;
2. Adopt a Resolution requesting the Orange County Board of Supervisors to consolidate a General Municipal Election to be held on Tuesday, November 8, 2022, with the Statewide General Election to be held on the date pursuant to § 10403 of the Elections Code; and
3. Adopt a Resolution adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 8, 2022.

Staff Report
Attachment 1 - Resolution Calling Election
Attachment 2 - Resolution Consolidating Election
Attachment 3 - Resolution Regulating Candidate Statements

5. PUBLIC HEARINGS:

5.1. ORDINANCE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION

Recommended Action:

1. Open the public hearing, take any public testimony, and close the public hearing;

2. Find that the Ordinance is not subject to the requirements of the California Environmental Quality Act for the following reasons:
   a) The Ordinance is not a "project" within the meaning of Section 15378 of the State CEQA Guidelines because it has no potential for resulting in direct or indirect physical change in the environment;
   b) The Ordinance is exempt under Section 15061(b)(3), the general rule exemption, because it can be seen with certainty that there is no possibility that the code amendments therein will have a significant effect on the environment; and
3. Introduce for first reading an Ordinance entitled: ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA AMENDING CHAPTERS 3.06 AND 15.18 OF THE ALISO VIEJO MUNICIPAL CODE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Staff Report
Attachment 1 - Ordinance

6. DISCUSSION:

6.1. ORDINANCE PROHIBITING UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO

Recommended Action: Introduce the following ordinance for first reading, entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING CHAPTER 8.36 (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER PROHIBITED) TO TITLE 8 (PUBLIC PEACE, MORALS AND WELFARE) OF THE ALISO VIEJO MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO.

Staff Report
Attachment 1 - Ordinance

6.2. DRAFT ANNUAL BUDGET FOR FY 2022-23

Recommended Action:

1. Review the draft FY 2022-23 Annual Budget;
2. Authorize Cost of Living adjustment (4.3%) effective July 1, 2022 ($123,615); and
3. Provide any additional direction to staff regarding the draft FY 2022-23 Budget.

Staff Report
Attachment 1 - Government Wide Resources and Appropriations
Attachment 2 - General Fund Resources and Appropriations
Attachment 3 - Capital Projects
Attachment 4 - Presentation

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is June 15, 2022.

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services

SUBJECT: RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommended Action:

Move to reconfirm findings under Assembly Bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.

Fiscal Impact:

None.

Background:

Assembly Bill 361 ("AB 361"), effective October 1, 2021, waives certain provisions of the Ralph M. Brown Act and allows legislative bodies to meet virtually until January 1, 2024, provided there is a state of emergency and either:

1. state or local officials have imposed or recommended measures to promote social distancing; or
2. the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

Under AB 361, the City is not required to allow public access at teleconference locations; however, the City must provide access to meetings via a call-in option or internet-based service option so that members of the public may address the City Council in real time. Additionally, every 30 days the City Council must reconsider the state of emergency and make the determination to continue meeting virtually in accordance with AB 361.

Discussion:

On October 20, 2021, the City Council adopted Resolution No. 2021-27 authorizing virtual City Council meetings under AB 361, having found and determined that (1) a state of emergency related to COVID-19 is currently in effect; (2) state and local officials have

recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. At subsequent meetings, the City Council has reconfirmed the findings and extended the resolution pursuant to AB 361.

Staff will agendize this matter for consideration at each City Council meeting until such time as the state of emergency has been terminated or the City Council determines that conditions no longer exist to prevent meeting safely in person.

Staff recommends that the City Council reconfirm the findings in Resolution No. 2021-27 continue to exist and approve the extension of the resolution.

Attachment:

1. Resolution No. 2021-27

RESOLUTION NO. 2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

WHEREAS, the Aliso Viejo City Council ("Council") is committed to preserving and nurturing public access and participation in meetings of the Council; and

WHEREAS, with the exception of closed sessions, all meetings of the Council are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the Council's meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing theCOVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the BrownAct to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor's executive orders, the Council has been holding virtual meetings during the pandemic in the interest of protecting the health and safety ofthe public, staff, and Councilmembers; and

WHEREAS, the Governor's executive order related to the suspension of certain provisions of the Brown Act expires on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed Assembly Bill 361 (in effect asof October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would presentimminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in Orange County, specifically, a state of emergency has been proclaimed related to COVID-19, state and local officials are recommending measures to promote social distancing, and because of the ongoing threatof COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

NOW, THEREFORE, BE IT RESOLVED BY THE ALISO VIEJO CITY COUNCIL AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and areincorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings. Consistent with the provisions of Government Code Section 54953(e), the Council finds and determines that (1) a state ofemergency related to COVID-19 is currently in effect; (2) state and local officials have recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. Based on such facts, findings and determinations, the Council authorizes staff to conduct remote teleconference meetings of the Council under the provisions of Government Code Section 54953(e).

Section 3. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Council in accordance with Section 4 of this Resolution.

Section 4. Extension by Motion. The Council may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

PASSED, APPROVED AND ADOPTED this 20th day of October, 2021.

Tiffany Ackley
Mayor

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

ATTEST:

Mitzi Ortiz, MMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ALISO VIEJO)

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Resolution No. 2021-27 was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 20th day of October 2021, by the following roll call vote, to wit:

AYES: Mayor Ackley, Mayor Pro Tem Chun, Councilmembers Harrington, Hurt and Munzing

NOES: None

ABSENT: None

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
May 4, 2022, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

City Council conducted this meeting in accordance with California Government Code Section 54953(e)(2) and COVID-19 pandemic protocols.

CALL TO ORDER: Mayor Chun called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:05 p.m.

ROLL CALL:

PRESENT: MAYOR ROSS CHUN *(via teleconference)*
MAYOR PRO TEM RICHARD HURT *(via teleconference)*
COUNCILMEMBER TIFFANY ACKLEY *(via teleconference)*
COUNCILMEMBER DAVID C. HARRINGTON *(via teleconference)*
COUNCILMEMBER MIKE MUNZING *(via teleconference)*

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
MITZI ORTIZ, CITY CLERK
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
ROSE RIVERA, SENIOR PLANNER
CAPT. SCOTT MERRILL, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Mayor Chun led the pledge of allegiance.

1. SPECIAL PRESENTATIONS:

1.1. PROCLAMATION - MENTAL HEALTH AWARENESS MONTH

Mayor Chun presented the proclamation to Olivia Siegel from The Extraordinary Lives Foundation. Ms. Siegel expressed her appreciation and provided information on available services.

1.2. PROCLAMATION - HARVEY MILK DAY

Mayor Chun presented the proclamation and commented on the importance of the designation.

1.3. PROCLAMATION - DROWNING PREVENTION AWARENESS

Mayor Chun presented the proclamation to OCFA Division Chief Michael Contreras. Chief Contreras expressed his appreciation and provided information on this year's Drowning Prevention Awareness campaign.

1.4. TRUSTED PARTNER RECOGNITIONS - ORANGE COUNTY FIRE AUTHORITY AND ORANGE COUNTY SHERIFF'S DEPARTMENT

Mayor Chun presented the certificates of recognition to OCFA Division Chief Michael Contreras and OCSD Captain Scott Merrill. Chief Contreras and Captain Merrill expressed their appreciation.

1.5. INTRODUCTION OF FINANCIAL SERVICES DIRECTOR ANN EIFERT

Mayor Chun introduced City Manager David Doyle, who welcomed Financial Services Director Ann Eifert. Ms. Eifert expressed her appreciation.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

None.

4. CONSENT CALENDAR:

Unless otherwise indicated below, the following pertains to all items on the Consent Calendar.

Motion: Councilmember Harrington moved and Councilmember Munzing seconded to approve the recommended actions. Motion carried 5-0.

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

4.2. RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommended Action: Move to reconfirm findings under Assembly Bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.

4.3. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the April 20, 2022 Special Meeting and the April 20, 2022 Regular Meeting.

4.4. SECOND READING AND ADOPTION OF AN ORDINANCE RELATING TO URBAN LOT SPLITS AND OUTDOOR DINING

Recommended Action: Conduct second reading and adopt Ordinance No. 2022-225 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING SECTIONS 14.28 URBAN LOT SPLITS AND 15.14.210 TWO UNIT PROJECTS AND AMENDING SECTION 15.22.190 OUTDOOR DINING AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA.

4.5. SECOND READING AND ADOPTION OF AN ORDINANCE RELATING TO AFFORDABLE HOUSING UNIT REPORTING

Recommended Action: Conduct second reading and adopt Ordinance No. 2022-226 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING CHAPTER 3.18 TO THE ALISO VIEJO MUNICIPAL CODE REGARDING AFFORDABLE HOUSING UNIT REPORTING AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

4.6. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued April 14, 2022, in the amount of $1,010,104.82.

4.7. PROFESSIONAL SERVICES AGREEMENT FOR OUT-OF-SCHOOL TIME PROGRAMS WITH THE BOYS & GIRLS CLUBS OF CAPISTRANO VALLEY

Recommended Action: Approve and authorize the City Manager to execute a Professional Services Agreement with the Boys and Girls Clubs of Capistrano Valley for out-of-school time programs.

4.8. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH WESTAMERICA COMMUNICATIONS, INC. FOR PRINTING SERVICES

Recommended Action: Approve and authorize the City Manager to execute the First Amendment to the Professional Services Agreement with Westamerica Communications, Inc. for printing services for the “Aliso Viejo Community Connection” quarterly brochure.

4.9. PROFESSIONAL SERVICES AGREEMENT WITH CABCO YELLOW, INC. FOR SENIOR TRANSPORTATION SERVICES

Recommended Action: Approve and authorize the City Manager to execute the Professional Services Agreement with Cabco Yellow, Inc., DBA California Yellow Cab for senior transportation services under the Senior Mobility Program.

4.10. PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL JUE FOR GRAPHIC DESIGN SERVICES

Councilmembers commented on the matter.

Recommended Action: Approve and authorize the City Manager to execute a Professional Services Agreement with Michael Jue for graphic design services.

Motion: Councilmember Munzing moved and Mayor Pro Tem Hurt seconded to approve the recommended action. Motion carried 5-0.

4.11. CONTRACT AWARD TO CT CONSTRUCTION SERVICES, INC. FOR INSTALLATION OF CONCRETE SOUND BARRIER AT ALISO VIEJO FARM

Recommended Action:

1. Award a contract in the amount of $83,237.42 to CT Construction Services, Inc. for the Sound Barrier Wall project;
2. Authorize the City Manager to execute a contract with CT Construction Services, Inc.;
3. Authorize City staff to make total compensation to CT Construction Services, Inc. up to $83,237.42 plus $8,324 (10% of the contract amount) to allow for contingencies, totaling $91,561.42; and
4. Appropriate $55,000 from General Fund Reserves.

5. PUBLIC HEARINGS:

5.1. ADOPTION OF THE FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

City Manager David Doyle introduced Senior Planner Rose Rivera, who provided an overview. Mayor Chun opened the public hearing. There were no speakers. Mayor Chun closed the public hearing.

Recommended Action:

1. Conduct a public hearing;
2. Declare the City Council finds the FY 2022-2023 Annual Action Plan is not subject to the California Environmental Quality Act (CEQA) as the activity is not a project defined in Section 15378(b)(5) of the state CEQA Guidelines;
3. Approve and adopt the FY 2022-2023 Annual Action Plan for the use of Community Development Block Grant (CDBG) funds;

4. Authorize the City Manager to submit the Action Plan to the U.S. Department of Housing and Urban Development (HUD), which executes the HUD contract, and authorize the City Manager to submit all related documents with the implementation of the Action Plan.

Motion: Councilmember Munzing moved and Councilmember Ackley seconded to approve the recommended actions. Motion carried 5-0.

6. DISCUSSION:

6.1. AMENDMENT TO CITY'S PUBLIC AGENCY RETIREMENT SYSTEM (PARS) DEFINED CONTRIBUTION PLAN TO COMPLY WITH INTERNAL REVENUE SERVICE (IRS) REGULATIONS

City Manager David Doyle provided an overview.

Recommended Action: Adopt Resolution No. 2022-08 approving an amendment to the City's PARS Plan to:

1. Conform the contribution rate to the City Council's intent at the time the plan was adopted;
2. Correct Schedule A regarding employee contributions to the Plan; and
3. Eliminate Tier II of the Plan disallowing any future contributions.

Motion: Councilmember Harrington moved and Councilmember Ackley seconded to approve the recommended actions. Motion carried 5-0.

7. CITY MANAGER' S REPORT:

City Manager David Doyle reported on Aliso Viejo Ranch operations, programs, and revenue; and announced summer Recreation Class and Summer Camp registration.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Ackley:

- Requested update regarding 4th of July Bike Parade

Councilmember Harrington:

- Expressed appreciation to staff on success of Aliso Viejo Ranch
- Encouraged residents to stay safe on Cinco de Mayo

Councilmember Munzing:

- Expressed appreciation to staff on success of Aliso Viejo Ranch
- Attended JamFest & Summer Camp Expo
- Attended ACC-OC Board of Directors Installation Reception
- Attended Crystal Apple Award Ceremony

Mayor Pro Tem Hurt:

- Attended JamFest & Summer Camp Expo

Mayor Chun:

- Attended Crystal Apple Awards Ceremony
- Attended Spirit of Volunteerism Awards Ceremony
- Met with Aliso Viejo Chamber of Commerce
- Attended AVCA Arbor Day-Earth Day Celebration
- Commented on Wellness & Prevention Center services at Aliso Niguel High School
- Announced Red Cross Sound the Alarm Event on May 21, 2022

9. **ADJOURNMENT:** Mayor Chun adjourned the meeting at 7:53 p.m. to the regularly scheduled meeting of June 1, 2022.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
ROSS CHUN
MAYOR

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

Recommended Actions:

1. Ratify accounts payable checks and electronic funds transfers issued April 28, 2022, in the amount of $390,592.35; and
2. Ratify accounts payable checks and electronic funds transfers issued May 12, 2022, in the amount of $1,256,184.36.

Fiscal Impact:

Expenditures in the amount of $1,646,776.71.

Background:

The City issues accounts payable checks on bi-weekly basis and presents it to City Council for ratification at its next regularly scheduled City Council meeting.

Discussion:

The attached register containing checks and electronic funds transfers dated April 28, 2022, through May 12, 2022, for $1,646,776.71 is being presented for ratification. All payments have been made in compliance with the City's purchasing policy and procedures. Payments have been reviewed and approved by the appropriate departmental staff. The issued accounts payable checks and electronic funds transfers have been audited and deemed accurate by the Director of Financial Services.

Attachment:

1. Accounts Payable Report

Accounts Payable

04/28/2022

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
UNITED OF OMAHA LIFE INSURANCE CO.	SP-ADJ-APR'22 LIFE INSURANCE	(69.31)
UNITED OF OMAHA LIFE INSURANCE CO.	MAY'22 LIFE INSURANCE	1,057.98
CALPERS HEALTH	MAY'22 CALPERS HEALTH PREMIUM	25,920.05
CALPERS HEALTH	MAY'22-COUNCIL-CALPERS HEALTH PREMIUM	3,247.69
RJM DESIGN GROUP INC	NOV'21 PA 21-016 AMY'S DRIVE-THRU LANDSCAPE	680.15
RJM DESIGN GROUP INC	MAR'22 PA 21-017 TRANS WESTERN PLAN CHECK REVIEW	310.00
PARENTS FOR ALISO NIGUEL	3/16 SP EVT FEE REIMB-TASTE OF ALISO NIGUEL EVT	447.09
PARENTS FOR ALISO NIGUEL	3/16 SP EVT FEE REIMB-TASTE OF ALISO NIGUEL EVT	22.36
CHOICE BUILDER	MAY'22 DENTAL INSURANCE	2,336.22
CHOICE BUILDER	MAY'22 VISION INSURANCE	353.01
ICMA	FY22-23-DD-ICMA MEMBERSHIP DUES	1,400.00
MARC SMITH	P#21-1669 C&D REFUND-MARC SMITH/20 THORNBIRD	500.00
		36,205.24
CITY COUNCIL		
J&M TROPHIES INC	AV MUG FOR B. PHILLIPS	48.83
	CITY COUNCIL TOTAL:	**48.83**
CITY MANAGER		
CALPERS HEALTH	MAY'22-PG-HEALTH PREMIUM	149.00
	CITY MANAGER TOTAL:	**149.00**
HUMAN RESOURCES		
CHARLES C STILL	MAR'22-KB/TT/BA/AE-SECURE LIVE SCAN FEES	228.00
	HUMAN RESOURCES TOTAL:	**228.00**
CITY CLERK		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF11523065-3/17&24 NIB ALISO CREEK REHAB	408.00
	CITY CLERK TOTAL:	**408.00**
FINANCE		
CALPERS HEALTH	MAY'22 CALPERS ADMIN FEE	69.03
CALPERS HEALTH	MAY'22 CALPERS ADMIN FEE	8.12
GARDAWORLD	APR'22-CH-CASH COURIER SERVICE	435.50
SHERYLMARIE MARIANO	SM-4/21 LSL GASB CONF-MILEAGE REIMB	28.20
PARS	FEB'22 PARS REP FEES	300.00
CHOICE BUILDER	MAY'22 ADMIN FEE	35.00
	FINANCE TOTAL:	**875.85**
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	4/6-5/5/22 ACCT #8802-CH-INTERNET	1,500.00
AT&T	3/6- 4/5/22 CH-ALARM/POT LINES	2,826.91
	INFORMATION TECHNOLOGY TOTAL:	**4,326.91**
NON-DEPARTMENTAL		
IPROMOTEU.COM INC	AV RANCH & K.BOLENDER-BUSINESS CARDS	109.80
J&M TROPHIES INC	PLATES & BADGES-B.ADAME/T.TAFT/K.BOLENDER	50.53
J&M TROPHIES INC	PLATES & BADGES-A EIFERT/S MARIANO/D LEUTHAUSER	111.31
SHERYLMARIE MARIANO	SM-4/25 A.EIFERT/FIN DIR WELCOME SNACKS	25.40
RICOH USA	3/12-4/11/22 RICOH 2504 BACK OFFICE-COPIES	87.49
RK BRANDS, LLC	FEB'22-8.33 HRS-PIO SERVICE/SPECIAL PROJ	749.70
RK BRANDS, LLC	MAR'22-9.25 HRS-PIO SERVICE/SPECIAL PROJ	832.50
ALISO VIEJO SELF STORAGE	MAY'22 RENTAL STORAGE UNIT #535	430.00
	NON-DEPARTMENTAL TOTAL:	**2,396.73**
C. S. ADMINISTRATION		
M&J PAUL ENTERPRISES INC	4/28 JAMFEST EVENT RENTALS	9,655.00
CALPERS HEALTH	MAY'22-DP-HEALTH PREMIUM	149.00
CALPERS HEALTH	MAY'22-HW-HEALTH PREMIUM	149.00
US BANK PURCHASING CARD PROGRAM	NL-USPS BROCHURE MAILING	265.00
US BANK PURCHASING CARD PROGRAM	NL-JAMFEST EVENT SUPPLIES-AMAZON	28.00
US BANK PURCHASING CARD PROGRAM	NL-2/25 LED WORKSHOP EDIDLE CRAFTS-PARTY CITY	15.00

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	NL-MOVIE EVENT SUPPLIES-AMAZON	13.74
US BANK PURCHASING CARD PROGRAM	NL-MOVIE EVENT SUPPLIES-AMAZON	12.90
US BANK PURCHASING CARD PROGRAM	NL-2/25 LED WORKSHOP EDIDLE CRAFTS-SMART & FINAL	10.99
US BANK PURCHASING CARD PROGRAM	NL-JAMFEST EVENT SUPPLIES-AMAZON	10.76
US BANK PURCHASING CARD PROGRAM	NL-JAMFEST EVENT SUPPLIES-AMAZON	10.76
US BANK PURCHASING CARD PROGRAM	NL-TARP COVER-AMAZON	49.44
US BANK PURCHASING CARD PROGRAM	NL-STAIN REMOVER/SUPPLIES-AMAZON	7.51
WESTAMERICA COMMUNICATIONS INC	AV RANCH SIGNS	322.09
	C. S. ADMINISTRATION TOTAL:	**10,699.19**
IGLESIA PARK		
PV MAINTENANCE INC	MAR'22 IGLESIA PARK MAINTENANCE	2,445.23
PV MAINTENANCE INC	MAR'22 IGLESIA PARK DOGGIE DISPENSER INSTALLATION	1,560.00
GREAT SCOTT TREE SERVICE, INC	MAR'22 IGLESIA TREE REMOVAL SERVICE	4,945.00
GREAT SCOTT TREE SERVICE, INC	MAR'22 IGLESIA TREE TRIMMING SERVICE	9,990.00
EL TORO WATER DISTRICT	3/8-4/11/22 MTR #3499 IGLESIA PARK WATER SRV	850.47
EL TORO WATER DISTRICT	3/8-4/11/22 MTR #4114 IGLESIA PARK WATER SRV	741.62
SO CAL EDISON	MAR'22 ACCT#7997 IGLESIA PARK ELECTRICITY	159.95
	IGLESIA PARK TOTAL:	**20,692.27**
IGLESIA BUILDING		
TEAM ONE MANAGEMENT SERVICES	APR'22 IPCC-JANITORIAL SERVICE	861.00
TMR SECURITY & PATROL SERVICES INC	MAR'22-IPCC-16 VISITS PATROL SERVICE	160.00
CTJAMJT CORP.	APR'22 IPCC-PEST CONTROL SERVICE	95.00
EL TORO WATER DISTRICT	3/8-4/11/22 MTR#1850 IGLESIA BLDG WATER SRV	241.16
PROTECTION ONE ALARM MONITORING INC	4/17-5/16/22 IPCC- ALARM MONITORING SERVICE	54.50
SO CAL EDISON	MAR'22 ACCT#7997 IGLESIA BLDG ELECTRICITY	1,137.08
	IGLESIA BUILDING TOTAL:	**2,548.74**
PLANNING		
UNITED OF OMAHA LIFE INSURANCE CO.	OD-MAY'22 LIFE INSURANCE	96.16
UNITED OF OMAHA LIFE INSURANCE CO.	JL-MAY'22 LIFE INSURANCE	62.49
CALPERS HEALTH	MAY'22-MF-HEALTH PREMIUM	149.00
	PLANNING TOTAL:	**307.65**
BUILDING		
STAPLES ADVANTAGE	BLDG-OFFICE SUPPLIES	36.56
	BUILDING TOTAL:	**36.56**
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	APR'22 PUBLIC WORKS WAREHOUSE LEASE	1,035.00
RICHARD FISHER ASSOCIATES	MAR'22 ON CALL LANDSCAPE & ARCHITECTURAL SERVICES	6,623.37
STAPLES ADVANTAGE	ENG-OFFICE SUPPLIES	56.94
	ENGINEERING (GENERAL) TOTAL:	**7,715.31**
STREET MAINTENANCE		
PV MAINTENANCE INC	MAR'22 STREET MAINTENANCE (45%)	30,539.88
PV MAINTENANCE INC	MAR'22 #107 CATCH BASIN CLEANING	3,825.00
PV MAINTENANCE INC	MAR'22 STREET STRIPING SERVICE	7,893.66
	STREET MAINTENANCE TOTAL:	**42,258.54**
LAW ENFORCEMENT-OTHER		
OCEAN BLUE ENVIRONMENTAL SERVICES INC	5/3/21 BIOHAZARD CLEAN UP-27662 ALISO CREEK RD	921.50
OCEAN BLUE ENVIRONMENTAL SERVICES INC	10/8/21 BIOHAZARD CLEAN UP-26541 ALISO CREEK RD	904.50
OCEAN BLUE ENVIRONMENTAL SERVICES INC	11/12/21 BIOHAZARD CLEAN UP-ARGONAUT/ALISO CREEK	966.50
ALL CITY MANAGEMENT SERVICES	3/6-3/19/22-460HRS-SCHOOL CROSSING GUARD SRV	11,651.80
ALL CITY MANAGEMENT SERVICES	3/20-4/2/22-460HRS-SCHOOL CROSSING GUARD SRV	11,651.80
	LAW ENFORCEMENT-OTHER TOTAL:	**26,096.10**
CRIME PREVENTION		
STAPLES ADVANTAGE	CP-OFFICE SUPPLIES	1,079.92
	CRIME PREVENTION TOTAL:	**1,079.92**
EOC		
LIFE STORAGE #961	5/14-6/14/22-RENTAL OFFSITE STORAGE #A1554	250.00
	EOC TOTAL:	**250.00**
	GENERAL FUND TOTAL:	**156,322.84**

Vendor Name	Description (Item)	Amount
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
PV MAINTENANCE INC	MAR'22 CITY HALL MAINTENANCE	488.47
TEAM ONE MANAGEMENT SERVICES	APR'22 CH-JANITORIAL SERVICE PO#5502	3,703.86
CTJAMJT CORP.	APR'22 CH- PEST CONTROL SERVICE	100.00
FOSTERS' GARDENS INC	APR'22 CH-PLANT MAINTENANCE	115.00
THURSTON ELEVATOR CONCEPTS INC	APR'22 CH-ELEVATOR MAINTENANCE	131.00
SO CAL EDISON	MAR'22 ACCT#7189 CITY HALL ELECTRICITY	5,573.82
	NON-DEPARTMENTAL TOTAL:	**10,112.15**
	GEN. FD-CITY HALL TOTAL:	**10,112.15**
103 - GF-AV RECREATION SERVICES		
LEMA OLOMI	REFUND FOR CANCELLED RENTAL-LEMA OLAMI	1,358.50
LEMA OLOMI	ADMIN FEE-REFUND FOR CANCELLED RENTAL-LEMA OLAMI	(50.00)
ERICA OSORIO	REFUND-ADMIN FEE-E.OSARIO	5.00
ERICA OSORIO	REFUND-3D PRINTING&LASER CUTTING(RSP034)-E.OSARIO	95.00
HANNAH PURDY	CANCELLED FACILITY RENTAL REFUND-HANNAH PURDY	2,863.00
HANNAH PURDY	CANCELLED FACILITY RENTAL REFUND-HANNAH PURDY	(1,431.50)
		2,840.00
RECREATION SERVICES		
MASTER PROTECTION LP	AVR FIRE SUPPRESSION SYT SEMIANNUAL INSPECTION	350.00
PRESS-TIGE ENTERPRISES INC	3/25 AVR TABLE CLOTH CLEANING SERVICE	23.00
PRESS-TIGE ENTERPRISES INC	4/8 AVR TABLE CLOTH CLEANING SERVICE	441.88
EVER AFTER EVENT PRODUCTIONS LLC	WINTER2022-RWC021/094/012 OC DANCE-18 PARTICIPANTS	1,414.80
GARDAWORLD	APR'22-AVR-CASH COURIER SERVICE	435.49
C.G. SYSTEMS, INC	4/4/22 AVR GATE PREVENTIVE MAINT	218.70
AT&T	3/6- 4/5/22 AVR-AT&T INTERNET & POT LINES	928.26
CTJAMJT CORP.	APR'22 AV RANCH PEST CONTROL SERVICE PO#5498	395.00
LYONS SECURITY SERVICE IN	MAR'22 SECURITY SRV FACILITY RESERVATION PO#5463	2,954.75
TLP EDUCATION LLC	WINTER2022-RWC190 SPANISH CLASS-4PARTICIPANTS	218.40
ELIZABETH MENDOZA	LM-4/12 COPY PAPER STAPLES REIMB	23.69
BREAKTHROUGH SPORTS LLC	SPRING2022-RSP032 ALL SPORTS CAMP-5 PARTICIPANTS	582.00
OC PLAYBALL INC	SPRING2022-RSP028 PLAYBALL-18 PARTICIPANTS	1,728.00
FOSTERS' GARDENS INC	APR'22 AVR-PLANT MAINTENANCE	110.00
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	MAR'22 FARM EMERGENCY LEAK REPAIR	2,096.42
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	3/23 AVR HVAC-BROKEN COUPLING ASSESSMENT	747.48
SIEMENS INDUSTRY INC	3/25 AVR FIRE SYSTEM PANEL-EMERGENCY REPAIR PO5496	1,812.50
NIEVES LANDSCAPE INC	APR'22 AVR-TEMP FENCE INSTALLTION FOR SOD RENOV	2,583.50
STAPLES ADVANTAGE	REC-OFFICE SUPPLIES	133.73
SO CAL EDISON	MAR'22 ACCT#4551 THE FARM ELECTRICITY	689.96
SO CAL EDISON	MAR'22 ACCT#6247 AV RANCH TRACKED CHARGES	793.54
SO CAL EDISON	MAR'22 ACCT#6247 AV RANCH ELECTRICITY	2,364.53
	RECREATION SERVICES TOTAL:	**21,045.63**
	GF-AV RECREATION SERVICES TOTAL:	**23,885.63**
203 - GAS TAX		
TRAFFIC ENGINEERING		
HARTZOG & CRABILL INC	MAR'22 TRAFFIC SIGNAL MONITORING	1,689.89
	TRAFFIC ENGINEERING TOTAL:	**1,689.89**
STREET MAINTENANCE		
PV MAINTENANCE INC	MAR'22 STREET MAINTENANCE (GAS 55%)	37,326.53
BEAR ELECTRICAL SOLUTIONS INC	MAR'22 TRAFFIC SIGNAL MONITORING-RESPONSE	4,648.84
BEAR ELECTRICAL SOLUTIONS INC	MAR'22 TRAFFIC SIGNAL MONITORING-ROUTINE	3,162.60
R F DICKSON CO INC	MAR'22 STREET SWEEPING SERVICES	8,668.66
EL TORO WATER DISTRICT	3/8-4/11/22 MTR #5675 CALLE CORTEZ WATER SERVICE	84.02
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	APR'22 DIGALERT DATABASE MAINT & 36 TICKETS	69.40
SO CAL EDISON	MAR'22 STREET LIGHTS LS2 ELECTRICITY	1,107.21
SO CAL EDISON	MAR'22 STREET LIGHTS LS1 ELECTRICITY	14,792.73
SO CAL EDISON	MAR'22 STREET LIGHTS TC1 ELECTRICITY	3,176.50
	STREET MAINTENANCE TOTAL:	**73,036.49**
	GAS TAX TOTAL:	**74,726.38**

Vendor Name	Description (Item)	Amount
261 - CITY FAC.-AQUATIC CENTER		
GEN-AQUATIC CENTER		
GARDAWORLD	APR'22-AQ CTR-CASH COURIER SERVICE PO#5560	435.49
VERNE'S PLUMBING, INC	MAR'22 AQ CTR PLUMBING SERVICE	385.00
CTJAMJT CORP.	APR'22 AQ CTR PEST CONTROL SERVICE	185.00
TEAM ONE MANAGEMENT SERVICES	APR'22 AQ CTR-JANITORIAL SERVICE	1,239.00
STAPLES ADVANTAGE	AQ CTR-OFFICE SUPPLIES	199.52
KINNEY'S KEYS	4/8 AQ CTR-REMOVE DAMAGED KEY	283.59
KINNEY'S KEYS	4/19 AQ CTR-DUPLICATE KEYS FOR OFFICE & PAD LOCK	35.36
	GEN-AQUATIC CENTER TOTAL:	**2,762.96**
	CITY FAC.-AQUATIC CENTER TOTAL:	**2,762.96**
311 - STREET IMPROVEMENTS		
STREETS & HIGHWAYS		
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA	MAR'22 #096 ALISO CREEK REHAB DESIGN	10,026.60
	STREETS & HIGHWAYS TOTAL:	**10,026.60**
	STREET IMPROVEMENTS TOTAL:	**10,026.60**
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
PV MAINTENANCE INC	MAR'22 #049 AVR ELECTRIC REPAIR WESTERN PATIO	1,536.87
VERNE'S PLUMBING, INC	3/30-4/4/22 AQ CTR DISCHARGE LINE PIPEWORK	3,125.00
BAKER ELECTRIC INC	#049 AV RANCH - FESTOON LIGHTING REPAIR	3,230.27
WESTERN A/V	AVR AUDIO VISUAL EQUIPMENT & LABOR	100,858.74
	CAPITAL IMPROVEMENTS TOTAL:	**108,750.88**
	CAPITAL IMPROVEMENTS TOTAL:	**108,750.88**
411 - DEBT SERVICE		
DEBT SERVICE		
KOPPEL & GRUBER PUBLIC FIN.	FY21-22 COP DISCLOSURE REPORT	2,014.93
	DEBT SERVICE TOTAL:	**2,014.93**
	DEBT SERVICE TOTAL:	**2,014.93**
731 - CFD 2005-01		
TRUST FUND		
KOPPEL & GRUBER PUBLIC FIN.	JAN-MAR'22 CFD ADMIN SERVICES	1,989.98
	TRUST FUND TOTAL:	**1,989.98**
	CFD 2005-01 TOTAL:	**1,989.98**
	GRAND TOTAL:	**390,592.35**

Accounts Payable

05/12/2022

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
PV MAINTENANCE INC	APR'22 ENG 2241/GLAUKOS SNS INSTALLATION	350.04
PV MAINTENANCE INC	APR'22 ENG 2242/GLAUKOS SNS INSTALLATION	350.04
PV MAINTENANCE INC	APR'22 ENG 2243/GLAUKOS SNS INSTALLATION	350.04
PV MAINTENANCE INC	APR'22 ENG 2244/GLAUKOS SNS INSTALLATION	350.04
SHAKESPEARE BY THE SEA	8/4/22 SOKA EVT SPONSORSHIP-SHAKESPEARE BY THE SEA	2,500.00
LOS ANGELES TIMES	5/20-11/17/22 LA TIMES SUBSCRIPTION	234.00
US BANK PURCHASING CARD PROGRAM	SP-2 YR ENR SUBSCRIPTION COST DATA	173.00
US BANK PURCHASING CARD PROGRAM	PC-APR'22-APR'23 POC HR CONSORTIUM MEM RENEWAL	250.00
CHARLES ABBOTT ASSOC INC	FEB'22 CAA ENG 2245 ALISO CREEK GRADING	897.75
CHARLES ABBOTT ASSOC INC	FEB'22 ENG2245 AP ENGINEERING & TESTING	775.00
CHARLES ABBOTT ASSOC INC	FEB'22 CAA ENG 5063 VISTA POINTE RIDGE	418.49
CHARLES ABBOTT ASSOC INC	FEB'22 CAA ENG 5049 COX UTILITY	191.70
CHARLES ABBOTT ASSOC INC	FEB'22 CAA ENG 2227 LAGUNA AUDUBON II	72.30
CHARLES ABBOTT ASSOC INC	FEB'22 CAA ENG 5003 COX	650.77
CHARLES ABBOTT ASSOC INC	FEB'22 CAA ENG 5004 MNWD	1,060.51
CHARLES ABBOTT ASSOC INC	FEB'22 CAA-7 COMPUTER STATIONS LEASE CREDIT	(350.00)
BEST BEST & KRIEGER	MAR'22 BBK-PA 18-034/COMPASS BIBLE	83.00
BEST BEST & KRIEGER	MAR'22 BBK -PA21-025/FENNEL RESTAURANT	476.50
BEST BEST & KRIEGER	MAR'22 BBK -PA21-025/FENNEL RESTAURANT	290.50
SHI INTERNATIONAL CORP	4/4/22-4/3/23 PALO ALTO NETWORK SUBSCRIPTION	11,767.62
SHI INTERNATIONAL CORP	FY22-23 ENDPOINT PROTECTION	6,875.00
SUNNY KIM	P#20-1109 REFUND-SUNNY KIM/3 BIRCHMONT	500.00
JAYME BRITTINGHAM	BANNER FEE REIMB-TASTE OF ALISO NIGUEL EVT	38.17
JAYME BRITTINGHAM	BANNER FEE REIMB-TASTE OF ALISO NIGUEL EVT	1.91
COUNTY OF ORANGE PFRD	JAN-MAR'22 MOULTON PKWY FEES COLLECTED	5,816.84
COUNTY OF ORANGE PFRD	JAN-MAR'22 CARITS 2D FEES COLLECTED	12,806.43
		46,929.65
CITY COUNCIL		
US BANK PURCHASING CARD PROGRAM	PC-MM ACCOC-2022 BOD INSTALLATION RECEPTION	25.00
	CITY COUNCIL TOTAL:	**25.00**
CITY MANAGER		
US BANK PURCHASING CARD PROGRAM	DD-CM FASTRACK/TOLL ROADS MONTHLY CHARGES	335.00
US BANK PURCHASING CARD PROGRAM	DD-4/14 MTG W/VALUEROCK- ACE PARKING	9.00
US BANK PURCHASING CARD PROGRAM	DD-3/24 LUNCH MTG FOR BP EVT-STADIUM BREW	79.51
DANA LEUTHAUSER	DL-5/3 BBK & VALUEROCK LUNCH MTG-FOOD REIMB	94.17
STAPLES ADVANTAGE	CM-OFFICE SUPPLIES	66.74
	CITY MANAGER TOTAL:	**584.42**
ECONOMIC DEVELOPMENT		
HAULAWAY STORAGE CONTAINERS INC	MAY'22-AVTC- STORAGE BIN RENTAL C-19-R2	92.40
BEST BEST & KRIEGER	MAR'22 BBK 89 PLAYA CIRCLE PO#5564	2,183.80
	ECONOMIC DEVELOPMENT TOTAL:	**2,276.20**
HUMAN RESOURCES		
CHARLES C STILL	APR'22-PR/TK/VG/CW SECURE LIVE SCAN FEES	228.00
US BANK PURCHASING CARD PROGRAM	PC 4/20 HR ACADEMY DINNER- ALLEGRETTO VINEYARD	41.80
US BANK PURCHASING CARD PROGRAM	PC-4/19-4/21 CJPIA HR ACADEMY CONF REGIS	375.00
US BANK PURCHASING CARD PROGRAM	PC 4/18 HR ACADEMY DINNER- ALLEGRETTO VINEYARD	47.15
US BANK PURCHASING CARD PROGRAM	PC 4/21 HR ACADEMY LUNCH-MCDONALDS	11.09
US BANK PURCHASING CARD PROGRAM	PC 4/19 HR ACADEMY DINNER -ALLEGRETTO VINEYARD	32.10
US BANK PURCHASING CARD PROGRAM	PC-PANEL THANK YOU STARBUCKS GIFTCARD	25.00
US BANK PURCHASING CARD PROGRAM	DD-4/4 CANDIDATE MEETING-STARBUCKS	9.70
PATRICIA CANTONWINE	PC-4/18-4/21/22 HR ACADEMY CONF-MILEAGE REIMB	304.20
SOUTH COAST MEDICAL GROUP	MAR'22 TB TESTS & EMPLOYEE EXAMS	525.00
	HUMAN RESOURCES TOTAL:	**1,599.04**
CITY CLERK		
US BANK PURCHASING CARD PROGRAM	MO-4/5-4/8/22 CCAC CONF-HOTEL/PRKG	852.82

Vendor Name	Description (Item)	Amount
MITZI ORTIZ	MO-4/5-4/8/22 CCAC CONF-MILEAGE REIMB	48.79
	CITY CLERK TOTAL:	**901.61**
CITY ATTORNEY		
BEST BEST & KRIEGER	MAR'22 BBK - LEGAL SERVICES-CC	4,225.70
BEST BEST & KRIEGER	MAR'22 BBK LABOR & EMPLOYMENT	2,682.00
BEST BEST & KRIEGER	MAR'22 BBK - LABOR/BENEFITS	298.00
BEST BEST & KRIEGER	MAR'22 BBK - GENERAL LITIGATION	8,915.33
BEST BEST & KRIEGER	MAR'22 BBK LEGAL SERVICES	21,750.61
BEST BEST & KRIEGER	MAR'22 BBK CODE ENFORCEMENT	428.39
	CITY ATTORNEY TOTAL:	**38,300.03**
FINANCE		
FHN FINANCIAL MAIN STREET ADVISORS LLC	JAN-MAR'22 INVESTMENT ADVISORY SERVICES	3,750.00
US BANK PURCHASING CARD PROGRAM	SM-CITY HALL SAFE SRV-FIRE KING INV#SY739935	351.08
US BANK PURCHASING CARD PROGRAM	SM-4/21/22 LANCE SOLL & LUNGHARD CONF REGIS	95.00
US BANK N.A. - CUSTODY	FEB'22 CUSTODIAN CHARGES	135.50
US BANK N.A. - CUSTODY	JAN'22 CUSTODIAN CHARGES	135.50
US BANK N.A. - CUSTODY	MAR'22 CUSTODIAN CHARGES	135.50
HDL COREN & CONE	APR-JUN'22 PROPERTY TAX CONTRACT SERVICE	3,655.41
	FINANCE TOTAL:	**8,257.99**
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	4/10-5/9/22 ACCT#0202-CH-TV/CABLE	154.73
COX COMMUNICATIONS, INC	4/19-5/18/22 ACCT #9302-CH-IT SERVER ROOM	85.39
NATHAN M KEETER	APR'22 NETWORK SUPPORT & SECURITY ENGINEER	416.67
GRANICUS INC	GRANICUS LIVECAST SETUP & CONFIGURATION	1,100.78
GRANICUS INC	GRANICUS CLEARCASTER SUBSCRIPTION	1,659.00
GRANICUS INC	GRANICUS SERVER UPGRADE	3,753.63
GRANICUS INC	APR-JUN'22-GRANICUS-STREAMING SOFTWARE	1,659.00
JOSE RUEL FABELLA DIRA	FEB'22 ENERGOV & GIS SUPPORT	1,200.00
JOSE RUEL FABELLA DIRA	MAR'22 ENERGOV & GIS SUPPORT	1,800.00
AT&T	4/22-5/21/22-CH-ELEVATOR	1,108.02
JOSE RUEL FABELLA DIRA	APR'22 ENERGOV & GIS SUPPORT	2,900.00
AT&T	4/19-5/18/22-CH-AT&T FIBER INTERNET	1,105.52
SHI INTERNATIONAL CORP	PALO ALTO NETWORK HARDWARE	12,014.75
TANGENT COMPUTERS INC	4/23-5/22/22 CH O365 LICENSES & SUPPORT	2,291.47
LUNAVI, INC	APR'22 OFFSITE BACKUP STORAGE SERVICE-ZERTO	1,797.18
	INFORMATION TECHNOLOGY TOTAL:	**33,046.14**
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	MAY'22 OFF SITE STORAGE RECORDS	429.85
RICOH USA	5/12-6/11/22 RICOH C5200S LEASE	729.92
IPROMOTEU.COM INC	D.LEUTHAUSER & A.EIFERT-BUSINESS CARDS	90.40
J&M TROPHIES INC	NAMEPLATE-P. ESPINOZA	30.39
PEAK LIGHTING & ELECTRIC INC	APR'22 -VP-LIGHTING MAINTENANCE	131.95
RICOH USA	4/1-4/30/22 RICOH 2504EX FRONT COUNTER-COPIES	183.50
RICOH USA	2/1-4/30/22 RICOH 2504EX SUITE 200-COPIES	0.55
RICOH USA	2/1-4/30/22 RICOH C5200S COPIES	538.81
CINTAS CORPORATION NO. 2	MAY'22 CH FIRST AID MAINTENANCE PO#5537	151.14
NIEVES LANDSCAPE INC	APR'22 VISTA PARK LANDSCAPE MAINTENANCE	1,028.96
FEDERAL EXPRESS	5/21/22-S.CHESTERMAN/PACLIFE CERTIFICATE	29.38
FEDERAL EXPRESS	4/26/22-T.ACKLEY MAIL	10.10
STAPLES ADVANTAGE	CEN-COPY & BREAK ROOM SUPPLIES	254.15
MOULTON NIGUEL WATER DIST	3/21-4/18/22 MTR#2206 VISTA PARK WATER SERVICE	621.55
MOULTON NIGUEL WATER DIST	3/28-4/25/22 MTR #2066 MEDIANS WATER SRV	88.26
QUADIENT LEASING USA INC	3/1-5/28/22 POSTAGE MACHINE LEASE	590.39
	NON-DEPARTMENTAL TOTAL:	**4,909.30**
C. S. ADMINISTRATION		
MICHAEL R JUE	GRAPHIC DESIGN-BROCHURES/FLYERS/CAMP ADS	13,537.50
US BANK PURCHASING CARD PROGRAM	MO-3/17 -3/29 FACEBOOK SUMMER CAMP AD	13.53
US BANK PURCHASING CARD PROGRAM	NL-MOVIE EVENT SNACKS FOR STAFF-SMART & FINAL	34.95
US BANK PURCHASING CARD PROGRAM	NL-JAMFEST CRAFT SUPPLIES-AMAZON	85.41
US BANK PURCHASING CARD PROGRAM	NL-JAMFEST EVENT SUPPLIES-AMAZON	32.31
US BANK PURCHASING CARD PROGRAM	NL-JAMFEST CRAFT SUPPLIES-AMAZON	17.22
US BANK PURCHASING CARD PROGRAM	NL-EARTH DAY WORKSHOP SUPPLIES-WALMART	22.56
US BANK PURCHASING CARD PROGRAM	NL-3/25 MOVIE EVENT STAFF MEALS-ITALIAN BURGER	155.98

	Vendor Name	Description (Item)	Amount
	US BANK PURCHASING CARD PROGRAM	NL-JAMFEST EVENT SUPPLIES-SMART & FINAL	25.84
	US BANK PURCHASING CARD PROGRAM	LM-JAMFEST EVENT SUPPLIES-FUN EXPRESS	206.82
	US BANK PURCHASING CARD PROGRAM	LM-JAMFEST EVENT SUPPLIES-FUN EXPRESS	209.84
	US BANK PURCHASING CARD PROGRAM	JB-JAMFEST EVENT SUPPLIES-AMAZON	241.21
	US BANK PURCHASING CARD PROGRAM	NL-JAMFEST SUPPLIES	112.38
	US BANK PURCHASING CARD PROGRAM	PC-3/2 MEDAL OF VALOR TABLE FOR 10-OC SHERIFFS AD	1,200.00
	WESTAMERICA COMMUNICATIONS INC	2022 SUMMER CAMP POSTCARD PRINTING	3,241.51
	CABCO YELLOW INC	MAR'22 SMP GEN FUND- TRANSPORTATION SERVICES	63.00
	SOUTH COUNTY OUTREACH	FY21-22 CAG-SOUTH COUNTY OUTREACH-1ST INST	2,500.00
	THE PINK DAFFODIL, LLC	5/19 HONORING OUR HISTORY EVENT-15 CENTERPIECES	800.00
		C. S. ADMINISTRATION TOTAL:	**22,500.06**
IGLESIA PARK			
	PV MAINTENANCE INC	APR'22 IGLESIA PARK MAINTENANCE PO#5489	1,035.50
	NATIONAL BACKFLOW INC	APR'22 ALISO CREEK MEDIANS BACKFLOW TEST	170.00
	NIEVES LANDSCAPE INC	APR'22 IGLESIA LANDSCAPE MAINTENANCE	6,846.00
		IGLESIA PARK TOTAL:	**8,051.50**
IGLESIA BUILDING			
	SONITROL ORANGE COUNTY LLC	MAY'22-IPCC-ACCESS CONTROL SERVICE	99.22
	TMR SECURITY & PATROL SERVICES INC	APR'22-IPCC-20 VISITS PATROL SERVICE	210.00
	CTJAMJT CORP.	MAY'22 IPCC-PEST CONTROL SERVICE	5.00
	CTJAMJT CORP.	MAY'22 IPCC-PEST CONTROL SERVICE	90.00
		IGLESIA BUILDING TOTAL:	**404.22**
IGLESIA PARK COMMUNITY CENTER			
	BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	APR'22 B&G CAPO- ELEMENTARY & TEEN KEYSTONE PROG	13,125.00
	BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	MAR'22 B&G CAPO- ELEMENTARY & TEEN KEYSTONE PROG	13,125.00
		IGLESIA PARK COMMUNITY CENTER TOTAL:	**26,250.00**
PLANNING			
	REBECCA J CAHA	APR'22 AFFORDABLE HOUSING CONSULTANT SRV	1,312.50
	US BANK PURCHASING CARD PROGRAM	OD-AVTC APR'22 CONSTANT CONTACT-EMAIL MARKETING	45.00
		PLANNING TOTAL:	**1,357.50**
BUILDING			
	CHARLES ABBOTT ASSOC INC	FEB'22 CAA BUILDING SERVICES	41,898.63
	CHARLES ABBOTT ASSOC INC	FEB'22 CAA BUILDING SRV-PERMIT TECH	7,840.55
	STAPLES ADVANTAGE	BLDG-OFFICE SUPPLIES	165.09
		BUILDING TOTAL:	**49,904.27**
ENGINEERING (GENERAL)			
	PV MAINTENANCE INC	MAY'22 PUBLIC WORKS WAREHOUSE LEASE	1,035.00
	US BANK PURCHASING CARD PROGRAM	SP &QL-5/2 CEAOC MEETING REGIS	90.00
	US BANK PURCHASING CARD PROGRAM	APWA CONFERENCE REGISTRATION	829.00
	US BANK PURCHASING CARD PROGRAM	SP-CED LIGHTING SUPPLY	132.79
	US BANK PURCHASING CARD PROGRAM	SP-TRUCK STOCK SUPPLIES-HOME DEPOT	15.04
	US BANK PURCHASING CARD PROGRAM	KB-LED LIGHTING SUPPLY	39.95
	US BANK PURCHASING CARD PROGRAM	SP-TRUCK STOCK SUPPLIES-HOME DEPOT	42.95
	CHARLES ABBOTT ASSOC INC	FEB'22 CAA NPDES COSTS	20,202.50
	CHARLES ABBOTT ASSOC INC	FEB'22 CAA SOLID WASTE	6,194.61
	CHARLES ABBOTT ASSOC INC	FEB'22 CAA PW ENGINEERING-ADMIN	119.70
		ENGINEERING (GENERAL) TOTAL:	**28,701.54**
STREET MAINTENANCE			
	PV MAINTENANCE INC	APR'22 STREET MAINTENANCE (45%)	23,737.12
	CHARLES ABBOTT ASSOC INC	FEB'22 CAA STREET MAINTENANCE	24,696.53
		STREET MAINTENANCE TOTAL:	**48,433.65**
LAW ENFORCEMENT-CONTRACT			
	COUNTY OF ORANGE	MAY'22 LAW ENFORCEMENT	782,783.60
	COUNTY OF ORANGE	MAY'22 CONTRACT PAYMENT CREDIT	(1,980.08)
		LAW ENFORCEMENT-CONTRACT TOTAL:	**780,803.52**
LAW ENFORCEMENT-OTHER			
	SEAVCO INC	LE-DEP.BAKER MOTORCYCLE BMW#3962-REPAIRS	630.49
	J&M TROPHIES INC	BRASS PLATE FOR INV. CHAPLUK CITY TILE	17.24
	US BANK PURCHASING CARD PROGRAM	CD-4/19 STAFF MEETING/ LUNCH WITH PATROL DEPUTIES	119.80
	ALL CITY MANAGEMENT SERVICES	4/3-4/16/22- 230 HRS SCHOOL CROSSING GUARD SRV	5,825.90
	COUNTY OF ORANGE	JAN-MAR'22 COMM CHARGES	1,231.59
		LAW ENFORCEMENT-OTHER TOTAL:	**7,825.02**

Vendor Name	Description (Item)	Amount
EOC		
US BANK PURCHASING CARD PROGRAM	SL-3 AED REPLACEMENT PADS-AED SUPERSTORE #551566	573.61
US BANK PURCHASING CARD PROGRAM	SL-AV CTR AED REPLACEMENT COVER-ALLIED #2119944	84.13
	EOC TOTAL:	**657.74**
	GENERAL FUND TOTAL:	**1,111,718.40**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
PV MAINTENANCE INC	APR'22 CITY HALL MAINTENANCE	206.59
SONITROL ORANGE COUNTY LLC	MAY'22 CH -ACCESS CONTROL SERVICE	552.74
SONITROL ORANGE COUNTY LLC	MAY'22 CH-INTRUSION DECTECTION	196.51
US BANK PURCHASING CARD PROGRAM	SP-4/5 CH SUPPLIES -HOME DEPOT	39.54
PEAK LIGHTING & ELECTRIC INC	APR'22-CH-LIGHTING MAINTENANCE	105.45
THE GAS COMPANY	4/5-5/4/22 MTR#6544 CITY HALL GAS SERVICE	490.52
THURSTON ELEVATOR CONCEPTS INC	MAY'22 CH-ELEVATOR MAINTENANCE	131.00
NIEVES LANDSCAPE INC	APR'22 CITY HALL LANDSCAPE MAINTENANCE	678.00
MOULTON NIGUEL WATER DIST	3/21-4/18/22 MTR#8510 CITY HALL WATER SRV	161.87
MOULTON NIGUEL WATER DIST	3/21-4/18/22 MTR#6010 CITY HALL WATER SRV	120.14
MOULTON NIGUEL WATER DIST	3/21-4/18/22 MTR#7051 CITY HALL WATER SRV	326.44
SO CAL EDISON	APR'22 ACCT#7189 CITY HALL ELECTRICITY	5,949.34
	NON-DEPARTMENTAL TOTAL:	**8,958.14**
	GEN. FD-CITY HALL TOTAL:	**8,958.14**
103 - GF-AV RECREATION SERVICES		
MOULTON NIGUEL WATER DIST	MAY'21- APR'23 AV RANCH ANNUAL FOG FEE	160.00
SEMACONNECT INC	5/15/22-5/15/23 AV RANCH EV CHARGING STATIONS	1,200.00
		1,360.00
RECREATION SERVICES		
PV MAINTENANCE INC	APR'22 AV RANCH MAINTENANCE	193.00
PRESS-TIGE ENTERPRISES INC	4/22 AVR TABLE CLOTH CLEANING SERVICE	338.69
PRESS-TIGE ENTERPRISES INC	4/25 AVR TABLE CLOTH CLEANING SERVICE	217.73
TEAM ONE MANAGEMENT SERVICES	APR'22 AV RANCH JANITORIAL SERVICE	6,085.27
GARDAWORLD	3/2/22-AVR-CASH COURIER SERVICE EXCESS TIME	6.45
SONITROL ORANGE COUNTY LLC	MAY'22-AVR-ACCESS CONTROL SERVICE	485.78
SONITROL ORANGE COUNTY LLC	MAY'22 AV & AQ CTR- ACCESS CONTROL SERVICE	113.56
DS SERVICES OF AMERICA, INC	4/13 AVR BOTTLED WATER SERVICE	26.83
US BANK PURCHASING CARD PROGRAM	KB-4/12 AV RANCH SUPPLIES-HOME DEPOT	10.75
US BANK PURCHASING CARD PROGRAM	SP-AVR SUPPLIES-HOME DEPOT	35.04
US BANK PURCHASING CARD PROGRAM	SP-AVR SUPPLIES-HOME DEPOT	286.46
US BANK PURCHASING CARD PROGRAM	KB-4/20 AV RANCH SUPPLIES-HOME DEPOT	27.34
US BANK PURCHASING CARD PROGRAM	NL-SUMMER CAMP SUPPLIES-HOBBY LOBBY	4.29
US BANK PURCHASING CARD PROGRAM	NL-PRESENTATION REMOTE CLICKER-AMAZON	32.20
PEAK LIGHTING & ELECTRIC INC	APR'22 -AVR-LIGHTING MAINTENANCE	253.90
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	APR'22 AV RANCH WIRE CONNECTORS	123.47
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	APR'22 AVR- HVAC	2,938.09
RICOH USA	5/1- 5/31/22-AVR COPIER SUBSCRIPTION	21.00
CINTAS CORPORATION NO. 2	APR'22 AVR FIRST AID MAINTENANCE	60.00
CINTAS CORPORATION NO. 2	APR'22 AVR FIRST AID MAINTENANCE	9.30
NIEVES LANDSCAPE INC	APR'22 AV RANCH LANDSCAPE MAINTENANCE	2,262.67
STAPLES ADVANTAGE	REC-OFFICE SUPPLIES	211.30
MOULTON NIGUEL WATER DIST	3/21-4/18/22 MTR #0819 AV RANCH WATER SRV	127.55
MOULTON NIGUEL WATER DIST	3/28-4/25/22 MTR#1100 AV RANCH WATER SRV	134.99
MOULTON NIGUEL WATER DIST	3/21-4/18/22 MTR#5356 AV RANCH WATER SRV	326.44
MOULTON NIGUEL WATER DIST	3/21-4/18/22 MTR#7892/6534 AV RANCH WATER SRV	549.71
MOULTON NIGUEL WATER DIST	3/28-4/25/22 MTR #0958 AV RANCH WATER SERVICE	122.88
MOULTON NIGUEL WATER DIST	3/21-4/18/22 MTR #0973 AV RANCH WATER SERVICE	83.09
TANGENT COMPUTERS INC	4/23-5/22/22 AVR O365 LICENSES & SUPPORT	425.53
	RECREATION SERVICES TOTAL:	**15,513.31**
	GF-AV RECREATION SERVICES TOTAL:	**16,873.31**
203 - GAS TAX		
STREET MAINTENANCE		
PV MAINTENANCE INC	APR'22 STREET MAINTENANCE (GAS 55%)	29,012.03

Vendor Name	Description (Item)	Amount
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	MAY'22 DIGALERT DATABASE MAINT & 46TICKETS	84.25
NIEVES LANDSCAPE INC	APR'22 MEDIANS LANDSCAPE MAINTENANCE	1,586.00
MOULTON NIGUEL WATER DIST	3/28-4/25/22 MTR #4551 MEDIANS WATER SRV	100.39
MOULTON NIGUEL WATER DIST	3/28-4/25/22 MTR#6544 MEDIANS WATER SRV	96.93
SO CAL EDISON	APR'22 STREET LIGHTS LS2 ELECTRICITY	1,107.99
SO CAL EDISON	APR'22 STREET LIGHTS LS1 ELECTRICITY	15,309.04
SAN DIEGO GAS & ELECTRIC	MAR'22 ACCT#6953 ST LIGHTS & TRAFFIC CONTROLLERS	2,548.81
	STREET MAINTENANCE TOTAL:	**49,845.44**
	GAS TAX TOTAL:	**49,845.44**
204 - MEASURE M		
GEN-MEASURE M		
CABCO YELLOW INC	MAR'22 SMP M2 FUND- TRANSPORTATION SERVICES	252.00
	GEN-MEASURE M TOTAL:	**252.00**
	MEASURE M TOTAL:	**252.00**
215 - PUBLIC SAFETY GRANTS		
LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	APR'22 AFIS	1,958.00
COUNTY OF ORANGE	MAY'22 MDC RECURRING	4,011.56
COUNTY OF ORANGE	MAY'22 PVS RECURRING	1,838.97
COUNTY OF ORANGE	MAY'22 MDC REPLACEMENT	1,627.11
COUNTY OF ORANGE	MAY'22 PVS REPLACEMENT	1,136.46
COUNTY OF ORANGE	MAY'22 E CITATION REPLACEMENT COSTS	183.56
COUNTY OF ORANGE	MAY'22 E CITATION RECURRING COSTS	384.97
COUNTY OF ORANGE	MAY'22 MOTORCYCLE REPLACEMENT COSTS	64.60
	LAW ENFORCEMENT-OTHER TOTAL:	**11,205.23**
	PUBLIC SAFETY GRANTS TOTAL:	**11,205.23**
225 - INTEGRATED WASTE MGMT FD		
GEN-BEV CONTAINER RECYCLE		
US BANK PURCHASING CARD PROGRAM	SP-PRO DRINKING FOUNTAINS	2,304.97
	GEN-BEV CONTAINER RECYCLE TOTAL:	**2,304.97**
	INTEGRATED WASTE MGMT FD TOTAL:	**2,304.97**
241 - TECHNOLOGY FUND		
GEN-TECHNOLOGY GRANTS		
GRANICUS INC	APR-JUN'22 GRANICUS WEBSTREAMING SRV	2,314.27
	GEN-TECHNOLOGY GRANTS TOTAL:	**2,314.27**
	TECHNOLOGY FUND TOTAL:	**2,314.27**
261 - CITY FAC.-AQUATIC CENTER		
PREMIER AQUATIC SERVICES	MAY'22-AQ CTR-RETENTION FEES	(1,625.00)
		-1,625.00
GEN-AQUATIC CENTER		
COX COMMUNICATIONS, INC	4/19-5/18/22 ACCT #6701-AQ CTR-INTERNET	494.25
CTJAMJT CORP.	MAY'22 AQ CTR PEST CONTROL SERVICE	185.00
PREMIER AQUATIC SERVICES	MAY'22-AQ CTR-MANAGEMENT FEES	10,833.33
US BANK PURCHASING CARD PROGRAM	KB-4/20 AQ CTR SUPPLIES-HOME DEPOT	169.14
US BANK PURCHASING CARD PROGRAM	SP-4/6 AQ CTR SUPPLIES-HOME DEPOT	6.90
US BANK PURCHASING CARD PROGRAM	SP-4/5 AQ CTR SUPPLIES-HARRINGTON IND PLASTICS	484.60
PEAK LIGHTING & ELECTRIC INC	APR'22-AQ CTR-LIGHTING MAINTENANCE	171.35
THE GAS COMPANY	4/5-5/5/22 MTR#2349 AQ CTR GAS SERVICE	3,478.96
NIEVES LANDSCAPE INC	APR'22 AQ CTR LANDSCAPE MAINTENANCE	912.48
MOULTON NIGUEL WATER DIST	3/21-4/18/22 MTR #6054 AQ CTR WATER SERVICE	386.81
MOULTON NIGUEL WATER DIST	3/21-4/18/22 MTR#2996 AQ CTR WATER SRV	226.69
THE ILLINI COMPANIES, INC	APR'22 AQ CTR-POOL CHEMICALS	2,366.00
KNORR SYSTEMS INC	MAR'22 AQ CTR-MONTHLY POOL MAINTENANCE	1,792.64
	GEN-AQUATIC CENTER TOTAL:	**21,508.15**
	CITY FAC.-AQUATIC CENTER TOTAL:	**19,883.15**

Vendor Name	Description (Item)	Amount
311 - STREET IMPROVEMENTS		
TRAFFICE SAFETY		
HARTZOG & CRABILL INC	MAR'22 #130 OCTA ALISO CREEK SIGNAL SYNC PROJ	5,271.25
	TRAFFICE SAFETY TOTAL:	**5,271.25**
	STREET IMPROVEMENTS TOTAL:	**5,271.25**
332 - STORM WATER		
DRAINAGE IMPROVEMENTS		
PV MAINTENANCE INC	APR'22 #091 DAIRY FORK WETLAND MAINTENANCE	482.50
PV MAINTENANCE INC	APR'22 #030 WOOD CANYON WETLANDS MAINTENANCE	482.50
	DRAINAGE IMPROVEMENTS TOTAL:	**965.00**
	STORM WATER TOTAL:	**965.00**
741 - RENEWABLE FARMS		
AARON FLORA	APR'22 RENEWABLE FARMS-RETENTION PAYMENT	(2,954.80)
AARON FLORA	APR'22 RENEWABLE FARMS-PAYMENT	29,548.00
		26,593.20
	RENEWABLE FARMS TOTAL:	**26,593.20**
	GRAND TOTAL:	**1,256,184.36**

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services/City Treasurer

SUBJECT: TREASURER'S STATEMENT – MARCH 2022

Recommended Action:

Approve March 2022 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact.

Background:

Per City policy, the Finance Department presents the monthly Treasurer's Statement for the City Council's review and approval. This statement shows the cash balances for the various funds, with a breakdown of bank account balances, investment account balances and the effective yield earned from investments.

Discussion:

The City's portfolio consists of investments in Certificates of Deposits (CD), Medium Term Notes, US Treasury bonds, Federal Agency (Government Sponsored Enterprises (GSE)) bonds, Corporate Notes (CN), and Local Agency Investment Fund (LAIF). All funds invested with LAIF are available for withdrawal within 24 hours.

With Proposition 1A, the State does not have the ability to borrow from funds invested in LAIF. CD's are insured by Federal Deposit Insurance Corporation (FDIC). FDIC is an independent agency created by Congress in 1933 to supervise banks, insure deposits, and help maintain a stable and sound banking system. Investments in agencies are backed by the implied guarantee of the U.S. government. All CN's purchased are rated "AA" or better by a nationally recognized rating agency.

Interest is credited to the City's bank account on a monthly basis. All deposits in excess of FDIC insurance limits are collateralized by the financial institution in accordance with government codes.

Fund transfers for capital projects and reimbursement of fiscal charges for the CFD 2005-01 are completed on a quarterly basis. Street improvements include payments for the Pacific Park Rehabilitation & Slurry Seal projects and are funded with Measure M and SB 1 funds. COP Capital provides funding for the AV Ranch project and is funded by Bond proceeds, General fund and Development Impact funds.

Attachment:

1. Mar'22 Treasurer's Statement

CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT

March 31, 2022

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE	
GENERAL FUND	$ 12,701,878.01	$ 1,144,658.31	$ 1,906,662.74		$ 14,730,000.00	
TCRF	$ 89,792.59	240.24			90,032.83	
GAS TAX FUND	$ 857,590.87	95,235.35	119,089.97	(10,866.00)	822,870.25	
MEASURE M	$ 909,996.06	170,257.45	492.00	(119,815.51)	959,946.00	
SB1-RMRA	$ 370,100.56	78,169.10		17,517.50	465,787.16	
PUBLIC SAFETY GRANTS	$ 151,372.96	2,732.41	11,205.23	27,547.89	170,448.03	(1)
AIR QUALITY IMPRVMNT FD	$ 1,037,228.54	17,856.92	-		1,055,085.46	
INTEGRATED WASTE MGMT FD	$ 4,646.32	12.36	27.71		4,630.97	
OTHER GRANTS	$ (117,585.05)			(114,772.64)	(232,357.69)	
TECHNOLOGY GRANT	$ 188,222.24	468.15	3,935.00		184,755.39	
DEVELOPMENT IMPACT	$ 1,410,622.33				1,410,622.33	
FEDERAL GRANTS	$ 2,858,320.40	253.55	4,820.04	(2,839,589.07)	14,164.84	
CITY FACILITY - AV CTR	$ 179,758.92				179,758.92	
CITY FACILITY - AQUATIC CTR	$ (445.04)	101,474.42	75,101.57		25,927.81	
STREET IMPROVEMENTS	$ (52,358.64)		26,928.37	130,681.51	51,394.50	(2)
CAPITAL IMPROVEMENTS	$ (99,685.52)		19,484.38	119,169.90	-	(2)
STORM WATER	$ -				-	(2)
COP CAPITAL	$ -				-	(2)
COP	$ (6,259.40)				(6,259.40)	
AV RANCH FOUNDATION	$ -	50.00			50.00	
CFD 2005-01	$ (280.00)	187,908.73	189,118.73		(1,490.00)	
RENEWABLE FARMS	$ 49,696.40	33,828.00	26,950.00		56,574.40	
COMMUNITY TRUST	$ 10,609.68				10,609.68	
TOTALS	**$ 20,543,222.23**	**$ 1,833,144.99**	**$ 2,383,815.74**	**$ 0.00**	**$ 19,992,551.48**	

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	$	8,425,885.03
SAVINGS ACCOUNT:	MONEY MARKET	$	25,691.71
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	$	11,540,974.74

TOTAL CASH **$ 19,992,551.48**

Years to Maturity for March 2022	0.99
Weighted Average Yield for March 2022	0.940%

All investments are placed in accordance with the City of Aliso Viejo's Investment Policy.

The above summary provides sufficient cash flow liquidity to meet the next six month's estimated expenditures.

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center. **$ 18,280,156.84**

Cash With Fiscal Agent	COPS/CFD 2005-01	3,807,230.23
Cash With Investment Advisor	City Investments	12,606,262.70
AV Center		1,635,932.38
PR Account		227,827.53
Petty Cash		2,904.00

GRAND TOTAL OF CITY FUNDS **$ 38,272,708.32**

(1) Public Safety Grant includes the MDC and PVS Program Costs budgeted with SLESF funds.

(2) Transfers in and out are done on a quarterly basis.
Street Improvements include the Slurry Seal, Traffic Management and Street Improvement Projects.
Capital Improvements include park and AV Ranch improvement projects.
Storm Water includes the Dairy Fork and Wood Canyon Emergent Wetland Project.

(3) % of portfolio is based of investments & includes LAIF

Ann Eifert

Ann Eifert, Director of Financial Services/City Treasurer

City of Aliso Viejo

Portfolio Summay
As of 3/31/2022

Investment Type	Original Cost	Par Value	Market Value *	% of Portfolio
Federal Agency Coupon Securities	$ 3,242,621	$ 3,235,000	$ 3,162,520	13.43%
LAIF	$ 11,540,975	$ 11,540,975	$ 11,540,975	47.79%
Medium Term Notes	$ 2,000,620	$ 2,000,000	$ 1,973,684	8.29%
FDIC CDs	$ 6,364,897	$ 6,370,000	$ 6,253,116	26.36%
Treasury Coupon Securities	$ 998,125	$ 1,000,000	$ 996,973	4.13%
Portfolio:	**$ 24,147,237**	**$ 24,145,975**	**$ 23,927,267**	**100.00%**

Years To Maturity	0.99
Weighted Average Yield	0.940%

*Market Values obtained from US Bank Treasury Division

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
87164DRQ5	Synovus Bank	04/18/2022	245,000.00	04/17/2020	245,000.00	100.04	245,096.78	1.01%	NR/NR	0.05
	1.200%			0.96%	245,000.00	-1.71%	1,337.10	96.78	NR	0.05
89214PCQ0	Towne Bank	04/29/2022	245,000.00	04/29/2020	245,000.00	100.06	245,142.35	1.01%	NR/NR	0.08
	1.150%			1.15%	245,000.00	-0.92%	1,188.75	142.35	NR	0.08
02007GJX2	Ally Bank	05/23/2022	245,000.00	05/23/2019	245,000.00	100.30	245,733.04	1.01%	NR/NR	0.15
	2.450%			2.45%	245,000.00	-1.21%	2,121.43	733.04	NR	0.14
14042TAN7	Capital One Bank USA	05/23/2022	245,000.00	05/22/2019	245,000.00	100.30	245,733.29	1.01%	NR/NR	0.15
	2.450%			2.45%	245,000.00	-1.21%	2,137.88	733.29	NR	0.14
87164WYW2	Synchrony Bank	05/24/2022	245,000.00	05/24/2019	245,000.00	100.30	245,746.76	1.01%	NR/NR	0.15
	2.450%			2.45%	245,000.00	-1.18%	2,104.99	746.76	NR	0.15
29278TKG4	EnerBank	08/08/2022	245,000.00	08/07/2019	245,000.00	100.52	246,269.84	1.01%	NR/NR	0.36
	2.050%			2.05%	245,000.00	-0.03%	729.29	1,269.84	NR	0.35
05580ASU9	BMW Bank	10/11/2022	245,000.00	10/11/2019	245,000.00	100.53	246,306.10	1.01%	NR/NR	0.53
	1.850%			1.85%	245,000.00	0.30%	2,135.86	1,306.10	NR	0.52
7954505W1	Sallie Mae Bank	12/12/2022	245,000.00	12/13/2019	244,642.30	100.64	246,576.82	1.01%	NR/NR	0.70
	1.850%			1.64%	244,642.30	0.49%	1,353.54	1,934.52	NR	0.69
949495AA3	Wells Fargo National Bank West	12/13/2022	245,000.00	12/13/2019	245,000.00	100.61	246,492.54	1.01%	NR/NR	0.70
	1.800%			1.81%	245,000.00	0.50%	229.56	1,492.54	NR	0.69
27002YEX0	EagleBank	03/20/2024	245,000.00	03/20/2020	244,510.00	98.98	242,500.76	1.01%	NR/NR	1.97
	1.550%			1.60%	244,510.00	1.59%	124.85	-2,009.24	NR	1.93
05465DAK4	Axos Bank	03/26/2024	245,000.00	03/26/2020	245,000.00	99.14	242,893.98	1.01%	NR/NR	1.99
	1.650%			1.65%	245,000.00	1.59%	66.45	-2,106.02	NR	1.95
15118RUV7	Celtic Bank	04/17/2024	245,000.00	04/17/2020	245,000.00	98.56	241,477.88	1.01%	NR/NR	2.05
	1.400%			1.40%	245,000.00	1.62%	140.96	-3,522.12	NR	2.00
32110YPS8	First National Bank of America	04/22/2024	245,000.00	04/23/2020	244,522.25	98.24	240,689.47	1.01%	NR/NR	2.06
	1.250%			1.30%	244,522.25	1.63%	83.90	-3,832.78	NR	2.01
15201QDF1	CenterState Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	98.11	240,375.63	1.01%	NR/NR	2.08
	1.200%			1.25%	244,522.25	1.63%	1,232.38	-4,146.62	NR	2.04
58404DGU9	Medallion Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	98.11	240,375.63	1.01%	NR/NR	2.08
	1.200%			1.25%	244,522.25	1.63%	1,232.38	-4,146.62	NR	2.04
538036JN5	Live Oak Banking	08/28/2024	245,000.00	02/28/2020	244,529.60	98.60	241,581.27	1.01%	NR/NR	2.41
	1.650%			1.69%	244,529.60	1.69%	343.34	-2,948.33	NR	2.35
856285RU7	State Bank of India	11/27/2024	245,000.00	12/06/2019	245,000.00	99.15	242,913.58	1.01%	NR/NR	2.66
	2.000%			2.00%	245,000.00	1.74%	1,678.08	-2,086.42	NR	2.56
61760A4F3	Morgan Stanley Private Bank	12/12/2024	245,000.00	12/13/2019	244,416.90	98.97	242,468.91	1.01%	NR/NR	2.70
	1.950%			2.00%	244,416.90	1.75%	1,439.79	-1,947.99	NR	2.60
61690UUJ7	Morgan Stanley Bank	02/27/2025	245,000.00	02/28/2020	244,416.90	98.27	240,749.25	1.01%	NR/NR	2.92
	1.800%			1.85%	244,416.90	1.80%	398.71	-3,667.65	NR	2.81

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
14042RPG0	Capital One Bank NA	04/08/2025	245,000.00	04/09/2020	244,412.00	97.53	238,950.22	1.01%	NR/NR	3.02
	1.600%			1.65%	244,412.00	1.81%	1,879.45	-5,461.78	NR	2.91
33847E3J4	Flagstar Bank	05/15/2025	245,000.00	05/15/2020	245,000.00	95.33	233,564.14	1.01%	NR/NR	3.13
	0.900%			0.90%	245,000.00	1.84%	827.63	-11,435.86	NR	3.06
866264DP6	Summit State Bank	05/15/2025	245,000.00	05/18/2020	244,402.20	95.18	233,197.62	1.01%	NR/NR	3.13
	0.850%			0.90%	244,402.20	1.84%	781.65	-11,204.58	NR	3.07
89235MJS1	Toyota Financial Savings Bank	06/30/2025	245,000.00	06/30/2020	245,000.00	94.81	232,283.28	1.01%	NR/NR	3.25
	0.800%			0.73%	245,000.00	1.85%	499.40	-12,716.72	NR	3.20
59013KLQ7	Merrick Bank	12/30/2025	245,000.00	12/30/2020	245,000.00	93.00	227,848.29	1.01%	NR/NR	3.75
	0.550%			0.55%	245,000.00	1.88%	7.38	-17,151.71	NR	3.70
90348JR93	UBS Bank USA	08/11/2026	245,000.00	08/11/2021	245,000.00	93.38	228,792.76	1.01%	NR/NR	4.37
	0.950%			0.95%	245,000.00	1.99%	133.91	-16,207.24	NR	4.26
38149MYB3	Goldman Sachs Bank	08/11/2026	245,000.00	08/11/2021	245,000.00	93.61	229,356.26	1.01%	NR/NR	4.37
	1.000%			1.00%	245,000.00	1.98%	328.90	-15,643.74	NR	4.25
					6,364,896.65		**6,253,116.45**	**26.36%**		**1.95**
Total Certificates of Deposit			**6,370,000.00**	**1.52%**	**6,364,896.65**	**0.96%**	**24,537.56**	**-111,780.20**		**1.91**
Corporate Bonds										
594918BQ6	Microsoft	08/08/2023	500,000.00	12/06/2019	503,635.00	100.30	501,508.50	2.09%	Aaa/AAA	1.36
	2.000%	06/08/2023		1.79%	503,635.00	1.40%	1,472.22	-2,126.50	AAA	1.28
30231GBC5	Exxon Mobil	08/16/2024	500,000.00	12/12/2019	501,615.00	98.88	494,424.00	2.08%	Aa2/AA-	2.38
	2.019%	07/16/2024		1.95%	501,615.00	2.09%	1,261.88	-7,191.00	NR	2.29
037833DM9	Apple	09/11/2024	500,000.00	12/06/2019	497,165.00	98.58	492,904.50	2.06%	Aaa/AA+	2.45
	1.800%	08/11/2024		1.92%	497,165.00	1.96%	500.00	-4,260.50	NR	2.36
64952WDL4	New York Life	01/22/2025	500,000.00	01/22/2020	498,205.00	96.97	484,847.00	2.06%	Aaa/AA+	2.82
	2.000%			2.08%	498,205.00	2.39%	1,916.67	-13,358.00	AAA	2.70
					2,000,620.00		**1,973,684.00**	**8.28%**		**2.25**
Total Corporate Bonds			**2,000,000.00**	**1.93%**	**2,000,620.00**	**1.96%**	**5,150.77**	**-26,936.00**		**2.16**
LAIF										
9830007	LAIF	04/01/2022	11,540,974.74	01/14/2022	11,540,974.74	1.00	11,540,974.74	47.79%	NR/NR	0.00
	0.365%			0.37%	11,540,974.74	0.37%	0.00	0.00	NR	0.00

Holdings Report

City of Aliso Viejo — **March 31, 2022**

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
					11,540,974.74		**11,540,974.74**	**47.79%**		**0.00**
Total LAIF			**11,540,974.74**	**0.37%**	**11,540,974.74**	**0.37%**	**0.00**	**0.00**		**0.00**
U.S. Agencies										
3133ELZF4	FFCB	11/14/2022	500,000.00	05/14/2020	499,745.00	99.28	496,415.00	2.07%	Aaa/AA+	0.62
	0.270%			0.29%	499,745.00	1.26%	513.75	-3,330.00	AAA	0.62
3130AJ7E3	FHLB	02/17/2023	500,000.00	02/21/2020	499,080.00	99.77	498,835.00	2.07%	Aaa/AA+	0.88
	1.375%			1.44%	499,080.00	1.15%	840.28	-245.00	AAA	0.87
3130A3VC5	FHLB	12/08/2023	500,000.00	02/20/2020	514,900.00	99.97	499,850.00	2.13%	Aaa/AA+	1.69
	2.250%			1.44%	514,900.00	1.53%	3,531.25	-15,050.00	AAA	1.64
3133ELNE0	FFCB	02/14/2024	500,000.00	02/14/2020	499,245.00	98.68	493,402.00	2.07%	Aaa/AA+	1.88
	1.430%			1.47%	499,245.00	1.60%	933.47	-5,843.00	AAA	1.84
3133ELG99	FFCB	06/10/2024	500,000.00	06/10/2020	498,220.00	95.98	479,887.00	2.06%	Aaa/AA+	2.20
	0.375%			0.46%	498,220.00	1.72%	578.12	-18,333.00	AAA	2.17
3133ELCP7	FFCB	12/03/2024	235,000.00	12/09/2019	233,926.05	97.90	230,072.52	0.97%	Aaa/AA+	2.68
	1.625%			1.72%	233,926.05	1.75%	1,251.70	-3,853.53	AAA	2.59
3137EAEX3	FHLMC	09/23/2025	500,000.00	10/20/2020	497,505.00	92.81	464,058.00	2.06%	Aaa/AA+	3.48
	0.375%			0.48%	497,505.00	1.93%	41.67	-33,447.00	AAA	3.43
					3,242,621.05		**3,162,519.52**	**13.43%**		**1.86**
Total U.S. Agencies			**3,235,000.00**	**0.99%**	**3,242,621.05**	**1.55%**	**7,690.24**	**-80,101.53**		**1.82**
U.S. Treasuries										
912828YF1	U.S. Treasury	09/15/2022	500,000.00	12/12/2019	497,949.22	100.25	501,230.50	2.06%	Aaa/AA+	0.46
	1.500%			1.65%	497,949.22	0.60%	346.47	3,281.28	AAA	0.46
912828T91	U.S. Treasury	10/31/2023	500,000.00	12/09/2019	500,175.78	99.15	495,742.00	2.07%	Aaa/AA+	1.59
	1.625%			1.62%	500,175.78	1.51%	3,411.60	-4,433.78	AAA	1.55
					998,125.00		**996,972.50**	**4.13%**		**1.02**
Total U.S. Treasuries			**1,000,000.00**	**1.63%**	**998,125.00**	**1.06%**	**3,758.07**	**-1,152.50**		**1.00**
					24,147,237.44		**23,927,267.21**	**100.00%**		**0.99**
TOTAL PORTFOLIO			**24,145,974.74**	**0.94%**	**24,147,237.44**	**0.84%**	**41,136.64**	**-219,970.23**		**0.97**
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							**23,968,403.85**			

Transaction Report

City of Aliso Viejo **March 01, 2022 - March 31, 2022**

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
03/01/2022	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	310.11	-	-
03/11/2022	Interest	037833DM9	AAPL 1.8 09/11/24	09/11/2024	-	-	4,500.00	-	-
03/11/2022	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	178.55	-	-
03/14/2022	Interest	949495AA3	WFC 1.8 12/13/22	12/13/2022	-	-	338.30	-	-
03/15/2022	Interest	912828YF1	T 1 1/2 09/15/22	09/15/2022	-	-	3,750.00	-	-
03/17/2022	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	263.12	-	-
03/21/2022	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	291.32	-	-
03/22/2022	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	234.93	-	-
03/23/2022	Interest	3137EAEX3	FHLMC 0 3/8 09/23/25	09/23/2025	-	-	937.50	-	-
03/28/2022	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	310.11	-	-
03/30/2022	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	110.75	-	-
Grand Total:					**0.00**	**0.00**	**11,224.69**	**0.00**	**0.00**

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

CITY OF ALISO VIEJO

FINANCE DIRECTOR
12 JOURNEY, #100
ALISO VIEJO, CA 92656

Account Number: 98-30-007

March 2022 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	11,540,974.74
Total Withdrawal:	0.00	Ending Balance:	11,540,974.74

PMIA/LAIF Performance Report as of 04/15/22

PMIA Average Monthly Effective Yields[1]

Mar	**0.365**
Feb	0.278
Jan	0.234

Quarterly Performance Quarter Ended 03/31/22

LAIF Apportionment Rate[2]:	0.32
LAIF Earnings Ratio[2]:	0.00000875657176851
LAIF Fair Value Factor[1]:	0.988753538
PMIA Daily[1]:	0.42%
PMIA Quarter to Date[1]:	0.29%
PMIA Average Life[1]:	310

Pooled Money Investment Account Monthly Portfolio Composition [1] 03/31/22 $207.9 billion

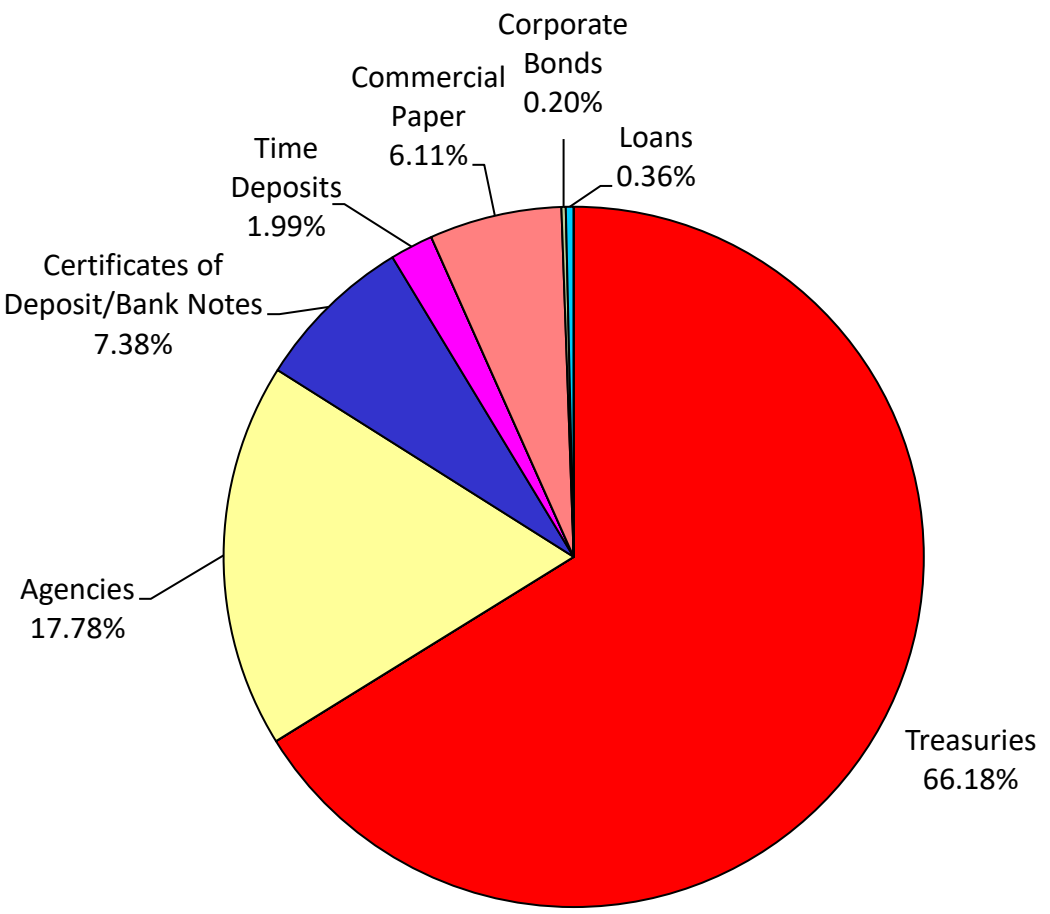


Chart does not include $5,704,000.00 in mortgages, which equates to 0.003%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:
[1] State of California, Office of the Treasurer
[2] State of Calfiornia, Office of the Controller

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: AUTHORIZED OFFICERS FOR LOCAL AGENCY INVESTMENT FUND (LAIF)

Recommended Action:

Adopt a Resolution to update the City employees authorized to order the deposit or withdrawal of monies in the Local Agency Fund (LAIF) and rescinding Resolution No. 2006-027.

Fiscal Impact:

None.

Background:

The City of Aliso Viejo invests in the State Local Agency Investment Fund (LAIF). Investment in LAIF is permitted under the City's formally adopted Investment Policy.

Discussion:

Per LAIF regulations, the City Council should adopt a new resolution when employees who are designated as authorized officers are no longer with the City. Authorized officers are permitted to order the deposit and withdrawal of funds, obtain statements, verify account information, and/or request changes to the account. The updated resolution will designate the City Manager, Director of Financial Services/City Treasurer, and the Accounting Supervisor as authorized officers.

Attachment:

1. Resolution

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY FUND AND RESCINDING RESOLUTION 2006-027

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council of the City of Aliso Viejo hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Aliso Viejo;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALISO VIEJO hereby authorizes the deposit and withdrawal of City of Aliso Viejo monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED AS FOLLOWS:

Section 1: The following City of Aliso Viejo officers holding the titles specified hereinbelow **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

David Doyle - City Manager
Ann Eifert - Director of Financial Services/City Treasurer
Sheryl Mariano - Accounting Supervisor

Section 2: This resolution shall remain in full force and effect until rescinded by City.

Section 3: That Resolution No. 2006-027 is repealed in its entirety.

Section 4: The Mayor shall sign this Resolution and the City Clerk shall certify the adoption thereof.

PASSED, APPROVED AND ADOPTED this 1st day of June, 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ALISO VIEJO)

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 1st day of June, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH ROGERS, ANDERSON, MALODY & SCOTT, LLP FOR AUDITING SERVICES

Recommended Actions:

1. Approve the agreement with Rogers, Anderson, Malody & Scott, LLP for auditing services; and

2. Authorize the City Manager to execute the agreement for an amount not to exceed $36,000.

Fiscal Impact:

The total cost of the agreement is $36,000 to complete the City's financial audit for fiscal year 2021-22. Funds for auditing services are included in the City's annual budget.

Background:

Rogers, Anderson, Malody & Scott, LLP (RAMS) has provided the City with audit services since fiscal year 2015-16. RAMS serves as a valuable resource to the City as government financial reporting continues to evolve and governmental financial management becomes more complex and legally constrained. Relevant experience, technical knowledge, and communication skills are important criteria's when viewed in this larger perspective. The auditors play an important role in testing and evaluating the City's system of internal controls and overall financial management for strengths and signs of weakness and reporting these results.

Discussion:

RAMS is doing exceptional work for the City in terms of service and the completion of audits in a timely manner. The auditors are responsible for ensuring all audits are performed in accordance with Generally Accepted Auditing Principles (GAAP) and the standards set for financial audits contained in Governmental Auditing Standards (2011) issued by the Comptroller General of the United States, the provisions of the Federal

Single Audit Act as amended in 1996, and U.S. Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations.

RAMS' extensive experience, depth of knowledge and a commitment to the high standards required by the City make them a valuable partner in the auditing process. Due to staff turnover and near-term deadlines for financial reporting, Staff recommends Council authorize RAMS to provide services to the City for an additional year in order to complete the FY 2021-22 audit. A Request for Proposals (RFP) for auditing services will be issued next fiscal year.

Attachment:

1. Agreement

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
AUDITING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of June, 2022, by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Rogers Anderson, Malody & Scott, LLP**, a **Limited Liability Partnership**, with its principal place of business at **735 E. Carnegie Drive, Suite 100, San Bernardino, CA 92408** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for providing professional services relating to independent auditing services as required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **AUDITING SERVICES** to public clients and are duly authorized to practice and are licensed by the California State Board of Accountancy.

2.2 Project.

City desires to engage Consultant to render such services for the City's auditing services ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional auditing services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from June 1, 2022 to June 30, 2023, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS FormW-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:

Scott W. Manno, CPA, Engagement Partner
Brad A. Welebir , CPA, Concurring Partner
Gardenya Duran, CPA, Quality Control Reviewer
Brianna Schultz, CPA, Engagement Manager

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's

Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Ann Eifert, Director of Financial Services**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Scott Manno, Engagement Partner**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of $1,000,000 each accident.

(c) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting

period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (c) Professional Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 3.2.10.2 (d) Workers' Compensation shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty Six thousand** (**$36,000**) ("Total Compensation") without written approval of City's **Director of Financial Services**. Extra Work for additional auditing services may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Rogers, Anderson, Malody & Scott, LLP
735 E. Carnegie Drive, Suite 100
San Bernandino, CA 92408
Attn: Scott Manno, CPA
Engagement Partner

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: Ann Eifert
Director of Financial Services/City Treasurer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant’s proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney’s fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any

legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Fraud Policy. Consultant shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Representative a statement signed by Consultant and by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of and that they have read the City's Fraud Prevention Policy. A finding by the City that Consultant or any of Consultant's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request and/or termination of this Agreement. Consultant shall reimburse the City for any costs and expenses associated with fraud against the City.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 Indemnification.

3.5.7.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.7.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include

payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.11 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.13 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.19 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.20 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.21 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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 agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.5.24 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[*Signatures on following page.*]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for **Auditing Services** on this 1st day of February, 2021.

CITY OF ALISO VIEJO

By: _____
David Doyle
City Manager

Attest:

By: _____
Mitzi Ortiz
City Clerk

Approved as to Form:

BEST BEST & KRIEGER LLP

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: _____
Ann Eifert
Director of Financial Services

[INSERT NAME OF CONSULTANT]

By:_____

Name: Scott Manno_____

Title: _Partner_____

[If Corporation, TWO SIGNATURES, President **OR** Vice President **AND** Secretary, **AND** CORPORATE SEAL OF CONSULTANT REQUIRED]

By:_____

Name:_____

Title:_____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

_____

_____

_____

_____

_____

_____

_____

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

_____ _____

City/County/State Date

_____ _____

Name of Business Print Name

_____

Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND MUST BE SIGNED AND ATTACHED HERETO.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

_____ _____

Name of Business Print Name

_____

Signature

_____

Date

EXHIBIT "A"

SCOPE OF SERVICES

A. General Services.

The Consultant shall perform all the duties and services specifically set forth herein and shall provide such other services as it deems necessary or advisable, or are reasonable and necessary to accomplish the intent of this agreement in a manner consistent with the standards and practice of professional financial advisors prevailing at the time such services are rendered to the City.

The City may, with the concurrence of Consultant, expand this agreement to include any additional services not specifically identified within the terms of this agreement. Any additional services may be described in an addendum to this Exhibit "A" and are subject to fees described in Exhibit "C" to this Agreement.

The City's RFP is included in this scope for reference.

B. Scope of the Work to be Performed

The City of Aliso Viejo desires a Annual Comprehensive Financial Report (ACFR) for the City of Aliso Viejo to be prepared by the independent auditor for the fiscal year ended June 30, 2022 in compliance with the audit firm's contract with the City. The City submits its ACFR to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program. The City has received this award since incorporation.

The selected independent auditor will be required to perform the following tasks.

1. The audit firm will perform an audit of all funds of the City of Aliso Viejo. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller of the United States. The City's Annual Comprehensive Financial Report (ACFR) will be prepared and word processed by the audit firm. The audit firm will prepare all financial statements and schedules as required for the preparation of the ACFR including GASB 34, 45 and 68 reconciliations and schedules for the MD&A. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major Special Revenue fund of the City.

2. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Uniform Guidance and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal

Control over Compliance and on the Schedule of Expenditures of Federal Awards in accordance with OMB Uniform Guidance. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.

3. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.

4. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager and the Director of Financial Services/City Treasurer.

5. The audit firm shall review the City's investment policy and portfolio.

6. Conduct a financial and compliance audit for the City's Conference Center and Aquatic Center.

Additional Auditing Services

The audit firm may be required to perform the following services:

7. Conduct a transient occupancy tax audit of hotels operating in Aliso Viejo.

8. Conduct an audit and financial review of the City's franchise refuse hauler for compliance with franchise provisions.

9. Conduct an audit and financial review of the City's cable franchise and other video service providers for compliance with franchise provisions.

10. Other audits/financial reviews may also be identified during the term of the contract.

C. Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts;

2. The standards applicable to financial audits contained in Government Auditing Standards (2011 Revision), issued by the Comptroller General of the United States;

3. The provisions of the Single Audit Act as amended in 1996; and

4. The provisions of OMB Uniform Guidance, Audits of State and Local Governments and Non-Profit Organizations.

D. Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of Aliso Viejo of the need to extend the retention period. The auditor will be required to make working papers available to the City of Aliso Viejo or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

E. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Manager; Director of Financial Services/City Treasurer; and the City Attorney.

EXHIBIT "B"

AUDIT APPROACH

Auditor's response to the audit approach and scope of services is included as Exhibit: "A"

EXHIBIT "C"

Compensation

Schedule of fees for auditing services are indicated below. Additional services not specifically identified in the Scope of Services will be compensated based on actual hours spent, based on the hourly rates per the attached schedule.

City of Aliso Viejo
Rogers Anderson Malody & Scott, LLP
Proposed fees

Description of services	Not to exceed amounts for the year ended June 30, 2022
City Audit & ACFR preparation	$ 26,500
GANN Limit AUP Report	650
State Controller's Report	2,250
	$ 29,400
Single Audit of Federal Grants of the City under the Uniform Guidance (if required), first major program (each additional $5,500)	$ 6,500

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Lizzy Mendoza, Recreation & Community Services Manager

SUBJECT: AQUATIC CENTER MANAGEMENT SERVICES AGREEMENT WITH PREMIER AQUATIC SERVICES

Recommended Action:

Approve and authorize the City Manager to execute the Aquatic Center Management Services Agreement with Premier Aquatic Services.

Fiscal Impact:

The fiscal impact is $145,000 annually for 3 years with two optional two-year amendments, totaling $435,000 for the agreement term. There is an 11.5% increase in cost for services from the previous agreement. In addition to the management fee, Premier Aquatic Services receives incentive pay at a rate of 65% of revenue collected, exceeding operational costs. The City retains the remaining 35% of exceeded revenues. The management incentive pay is estimated at $50,000 annually. Funds are included in the proposed Fiscal Year 2022-23 budget.

Background:

Aliso Viejo Aquatic Center began operating May 26, 2009. The Aquatic Center's previous operators were ClubCorp and KemperSports. In March of 2015, the City entered into an agreement with Premier Aquatic Services to operate the Aquatic Center on a year-round basis with an annual compensation not to exceed $100,000. In 2018, the City entered into a 3-year agreement for management services of the Aquatic Center with an annual fee not to exceed $130,000 and total compensation of $390,000. The agreement was amended to continue services for Fiscal Year 2021-22 without a rate adjustment due to the COVID-19 pandemic.

Discussion:

Since March 18, 2015, Premier Aquatic Services has been contracted to manage, maintain, and operate the Aquatic Center. The Aquatic Center offers year-round swimming lessons, swim team, as well as community events and programs. This summer,

Premier Aquatic Services will continue expanding its services by relocating the swim team to the Aliso Niguel High School pool and offering full-day summer camp options.

A final 1-year amendment option is available for Fiscal Year 2022-23. The cost of the amendment is $136,500 for FY 2022-23, which accounts for a 5% CPI-U increase from the current rate. However, if the City exercises the amendment option, Premier Aquatic Services proposes $160,000 annually to begin in FY 2023-24. The total cost over the 3-year period, including the 2022-23 amendment year, would be $456,500.

The City received a second proposal for a new 3-year agreement with a set rate of $145,000 annually, totaling $435,000. The option to enter a 3-year term saves the City $21,500 over the life of the agreement when compared to exercising the amendment option and entering a new 2-year agreement beginning Fiscal Year 2023-24 per the proposal submitted by Premier Aquatic Services.

Staff continues to be impressed with the high quality of programs and professional level of service offered by Premier Aquatic Services. As such, staff recommends, City Council approve a three-year agreement to continue Aquatic Center Management Services with Premier Aquatic Services beginning Fiscal Year 2022-23. After the initial 3-year term, two additional two-year extensions will be available subject to the annual average Consumer Price Index of the prior calendar year, All Urban Consumers, Los Angeles-Long Beach-Anaheim, up to a maximum percentage of five percent (5%).

Attachment:

1. Agreement

MANAGEMENT SERVICES AGREEMENT
ALISO VIEJO AQUATIC CENTER

This MANAGEMENT SERVICES AGREEMENT is made and entered into this **1st** day of **July, 2022** by and between the **City of Aliso Viejo**, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Premier Aquatic Services**, a California limited liability company, with its principal place of business at 6 Journey, Suite 160, Aliso Viejo, CA 92656 ("Manager"). City and Manager are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, City is the owner of that certain real property commonly known as the Aliso Viejo Aquatic Center located at 29 Santa Barbara, Aliso Viejo, California (the "Aquatic Center"); and

WHEREAS, City desires to have Manager provide services related to the management, operation, maintenance and marketing of the Aquatic Center, and Manager is willing to provide such services in accordance with the terms and conditions contained in this Agreement.

AGREEMENT

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

ARTICLE I DEFINITIONS

SECTION 1.1 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below:

A. **"Affiliate"** means any and all corporations, partnership, trusts and other entities directly or indirectly controlled by, controlling, or subject to direct or indirect common control of an entity or person.

B. **"Aquatic Center Accounts"** means the bank accounts established by the City pursuant to Section 5.1(A) to receive all cash, coin, checks, credit card charges and other negotiable instruments paid to or received by Manager for the Aquatic Center and (ii) from which City shall pay all expenses (other than incidental out-of-pocket expenses for which Manager shall be reimbursed by the City) incurred under and pursuant to this Agreement.

C. **"Aquatic Center Expenses"** means the total of (a) all expenses specifically identified as "Operating Expenses" in Section 5.2(A) below and elsewhere in this Agreement, and (b) all other expenses incurred by Manager in connection with the Aquatic Center under this Agreement, which expenses were not reasonably anticipated by the parties or otherwise provided for this Agreement; provided that, except for emergency expenditures as described in Section 3.3(U) below, any such unplanned expense which exceeds One Thousand Dollars ($1,000.00) must have prior written

approval from the City Manager, which approval shall not be unreasonably withheld. Except as otherwise set forth herein, Aquatic Center Expenses shall not include any expenses of Manager's corporate office, or any services rendered by Manager's corporate offices for Aquatic Center or the management thereof, or the compensation of any corporate or regional employee of Manager.

D. **"Capital Improvements"** means any alteration, addition, improvement, repair, replacement, rebuilding, or renovation to the Aquatic Center, the cost of which exceeds Ten Thousand Dollars ($10,000).

E. **"Capital Improvement Plan"** means the annual plan prepared by Manager for City review and approval pursuant to Section 3.9 that includes Manager's recommendation and estimated costs of Capital Improvement projects for the next Operating Year.

F. **"City Council"** means the City Council of the City of Aliso Viejo.

G. **"City Manager"** means the person holding the position of City Manager of the City of Aliso Viejo, or his or her authorized designee.

H. **"Cost of Sales"** means all monies expended for the purchase of items to be sold or used at the Aquatic Center.

I. **"Employee Compensation"** means the salaries and wages paid to or accruing for the benefit of the management staff and all other persons employed by Manager at the Aquatic Center, together with all fringe benefits payable to or accruing for the benefit of such employees, including employer's contribution under the Federal Insurance Contributions Act ("FICA"), unemployment compensation, or other employment taxes, pension fund contributions, worker's compensation, group life and accident and health insurance premiums, profit sharing, retirement, disability and other similar benefits, as determined by Manager and as set forth in the approved Operating Budget. Employee Compensation also shall include expenses incidental to processing Employee Compensation payroll, including without limitation, payroll service bureau fees attributable to such Employee Compensation.

J. **"Environmental Laws"** means all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to (i) the emission, discharge, release, or threatened release of a Hazardous Material into the air, surface water, groundwater, or land; (ii) the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation, or investigation of a Hazardous Material; or (iii) the protection of human health, safety, or the indoor or outdoor environment, including, without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Occupational Safety and Health Act, all amendments thereto, all regulations promulgated thereunder, and their state or local statutory and regulatory counterparts.

K. **"Furnishings and Equipment"** means all furniture, furnishings, trade fixtures, apparatus and equipment, including, without limitation, office equipment, computers, copy machines, facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Aquatic Center, other than Operating Inventory.

L. **"Gross Revenues"** means all receipts related to or derived from the operation of the Aquatic Center from cash or credit transactions occurring during the Management Term, computed on an accrual basis, including, but not limited to, rental or use fees, the amount of all sales (wholesale or retail) of food, beverages, goods, wares, or merchandise on, at, or from the Aquatic Center, or for services of any nature performed on, at, or from the Aquatic Center, determined in accordance with generally accepted accounting principles applied on a consistent basis. Gross Revenues shall be reduced by any refunds, rebates, discounts, and credits of a similar nature given, paid, or returned by Manager or City in the course of obtaining such Gross Revenues.

Gross Revenues shall not include:

1. Applicable gross receipts taxes, admission, excise, sales, and use taxes, or similar governmental charges collected directly from customers or their guests or as a part of the sales price of any goods or services;

2. Proceeds of borrowings by City;

3. Proceeds paid as a result of an insurable loss, unless paid for the loss or interruption of business, to the extent such sums are used to remedy said loss;

4. Any interest or investment income earned on distributed positive net cash flow to City or Manager pursuant to the terms of the Agreement;

5. Any Advances (as defined in Section 5.3(C) below);

6. Sale of capital assets; or

7. Bad debts.

M. **"Hazardous Material"** means any solid, liquid, or gaseous substance, chemical, compound, product, byproduct, waste, or material that is or becomes regulated, defined, or designated by any applicable federal, state, or local governmental authority or by any Environmental Law as hazardous, extremely hazardous, imminently hazardous, dangerous, or toxic, or as a pollutant or contaminant, and shall include, without limitation, asbestos, polychlorinated biphenyls, and oil, petroleum, petroleum products and petroleum byproducts.

N. **"Impositions"** means all taxes and assessments (including without limitation real property taxes and assessments, possessory interest taxes, and personal property taxes), water, sewer or other similar rents, rates and charges, levies, license fees, permit fees, inspection fees and other authorization fees and charges, which at any time may be assessed, levied, confirmed or imposed on the Aquatic Center or the operation of the Aquatic Center.

O. **"Index"** means "Consumer Price Index" which is defined as the Revised Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor for Los Angeles-Riverside-Orange County, All Items (1982-84=100) and utilizing the prior calendar year's average as the annual average or, if this Index is discontinued, any other renamed national index covering the Aliso Viejo metropolitan areas or any other successor or substitute index appropriately adjusted.

P. **"Insurance Requirements"** means all requirements of each insurance policy, and all orders, rules, regulations and other requirements of the City and of National Board of Fire Underwriters (or any other body exercising similar functions), applicable to the Aquatic Center or the operation of the Aquatic Center.

Q. **"Legal Requirements"** means all laws, statutes, ordinances, orders rules, regulations, permits, licenses, authorizations, directives and requirements of governments and governmental authorities, which now or hereafter may be applicable to the Aquatic Center or the operation of the Aquatic Center.

R. **"Net Revenues"** means the amount calculated by subtracting the Aquatic Center Expenses from the Gross Revenues for a given period of time.

S. **"Operating Budget"** means the annual operating budget prepared by Manager for City review and approval that includes all forecasted revenues and expenses of the Aquatic Center for the Operating Year, including without limitation the Operating Expenses.

T. **"Operating Inventory"** means consumable items used in or held in storage for use in the operation of the Aquatic Center, including, without limitation, food and beverage inventory, aquatic equipment, restroom supplies, towels, cleaning materials, employee uniforms, pool chemicals, first aid equipment and supplies, office supplies, and other similar items.

U. **"Operating Year"** means a twelve (12) month period during the term of this Agreement commencing on July 1 and continuing through and including the following June 30.

ARTICLE II TERM OF AGREEMENT

SECTION 2.1 Management Term. The term of this Agreement shall commence as of **July 1, 2022** ("Commencement Date") and shall continue until **June 30, 2025** ("Management Term"), unless earlier terminated as provided herein. The City Manager shall have the unilateral option, in his or her sole discretion, to renew this Agreement for no more than two additional two-year terms. Manager shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

SECTION 2.2 Internal Revenue Code. Manager acknowledges that the Aquatic Center has been financed with the proceeds of tax-exempt bonds (the "Bonds") under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The Code imposes certain limitations on the Manager's use of the Aquatic Center in order for the interest on the Bonds to remain exempt from federal income taxation. In general, Section 141 of the Code and the applicable Treasury Department Regulations thereunder (the "Regulations") would generally prohibit the use of the Aquatic Center on any basis except for use on the same basis as the general public for parties with similar usage attributes (i.e., day of week, time of day, time of year, size of event, etc.), and obligations associated with their usage. The Regulations provide that use under an arrangement that conveys priority rights or other preferential benefits are not used on the same basis as the general public. Manager therefore hereby covenants to comply with the Code and the Regulations as such relate to the tax-exempt status of the Bonds in its management of the Aquatic Center unless Manager obtains a written opinion of a nationally recognized bond counsel that a proposed

deviation from the Code and the Regulations will not adversely affect the tax-exempt status of the Bonds.

ARTICLE III - AQUATIC CENTER OPERATIONS AND MANAGEMENT

SECTION 3.1 Management of the Aquatic Center by Manager. City hereby retains and contracts with Manager, during the Management Term, to manage, maintain, operate and promote the Aquatic Center pursuant to the terms of this Agreement, and Manager hereby agrees to manage, maintain, operate and promote the Aquatic Center in such manner. City agrees it shall cooperate with Manager to permit and assist Manager to carry out its duties under this Agreement. Subject to the terms of this Agreement, Scope of Services in "Exhibit B," Schedule of Services in Exhibit "C," and further subject to the approved Operating Budget, Manager shall have authority and responsibility to:

A. Use commercially reasonable efforts to implement the policies, standards and guidelines for the Aquatic Center communicated in writing from time to time by City to Manager.

B. Manage and supervise all day-to-day operations of the Aquatic Center including, but not limited to, providing a point of contact, as necessary, for visitors to the Aquatic Center, facility reservations, sundries service, and administration/management.

C. Subject to Section 3.5(B), collect rental or user fees and other fees and charges for other uses and items charged to Aquatic Center customers.

D. Hire, train and supervise all employees required to carry out Manager's responsibilities under this Agreement.

E. Acquire all Operating Inventory necessary to carry out Manager's responsibilities under this Agreement.

F. Acquire and maintain all necessary licenses and permits for the operation of the Aquatic Center.

G. Create, implement and manage all marketing and promotional activities and customer service relations.

H. Manage accounting and payroll procedures and functions, including, without limitation, employee paychecks and payroll tax payments, for the Aquatic Center.

I. Submit to City, for payment by City, invoices for all Aquatic Center Expenses from accounts established pursuant to Article V of this Agreement.

J. Prepare such annual and other plans and reports as required by this Agreement.

SECTION 3.2 Operating Budget.

A. Preparation and Approval. Manager shall submit to the City Manager, annually on or before March 10 of each year, the Operating Budget for the Aquatic Center for the next Operating

Year. The Operating Budget shall contain Manager's reasonable and good faith estimates of all Gross Revenues and Aquatic Center Expenses for the next Operating Year, based on what Manager believes to be reasonable assumptions and projections. Manager shall not be deemed to have made any guarantee or warranty in connection with the results of operations or performance set forth in the Operating Budget and the parties acknowledge that the Operating Budget is based solely upon Manager's judgment and the facts and circumstances known by Manager at the time of preparation.

The parties agree that they shall use commercially reasonable efforts to limit the increase in total Aquatic Center Expenses during the term of this Agreement to the increase in the Index or increases due to increases in Gross Revenues. Any increase in excess of the increase in the Index shall be documented in the Operating Budget. The parties understand that, as provided in Section 3.9 of this Agreement, recommendations and budgets for Capital Improvements will be treated separately and will not form part of the Operating Budget. Manager and the City agree to develop by March 10 of each year an Operating Budget that can be forwarded to the City Council for approval.

It is contemplated by the parties that the Operating Budget will be agreed upon by Manager and the City Council not later than ninety (90) days following delivery of the Operating Budget by Manager to the City Council. If the City Council fails to either approve the Operating Budget within said 90-day period or to advise Manager in writing of its objections to the Operating Budget within such period, then the City Council shall be deemed to have disapproved the Operating Budget as submitted.

In the event of a dispute with regard to the Operating Budget, pending the resolution of such dispute, Manager shall use commercially reasonable efforts to continue to manage and operate the Aquatic Center in accordance with the standards set forth in this Agreement at a level of expenditures comparable to those of the preceding Operating Year subject to increases in Aquatic Center Expenses commensurate with the Index or due to increases in Gross Revenues.

B. Compliance; Unanticipated Expenditures and Reallocation of Funds. Manager shall comply, to the extent reasonably and commercially practicable, with the applicable Operating Budget. However, City agrees that the approved Operating Budget is intended to be a reasonable estimate, and accordingly, Manager shall be entitled to request revisions to the Operating Budget to cover any expenditures that were unanticipated at the time of preparation of the Operating Budget but are reasonable and necessary to carry out the provisions of this Agreement. Manager is authorized to take all action reasonably deemed necessary by Manager to implement, perform, or cause the performance of the items set forth in the Operating Budget. City acknowledges that the Operating Budget is intended to set forth objectives and goals based upon Manager's judgment and the facts and circumstances known by Manager at the time of preparation. Manager shall be required to obtain prior written consent of the City Council, which consent shall not be unreasonably withheld or delayed, if Manager anticipates that the actual amount expended per Operating Year for Aquatic Center Expenses will be greater than the amount budgeted for that Operating Year in the Operating Budget, unless Net Revenues for such Operating Year are equal to or exceed the Operating Budget for such Operating Year.

C. Review of Operating Budget. The City and Manager shall meet periodically to discuss the operating results of Aquatic Center, and they shall agree in writing on any necessary

amendments or revisions to the Operating Budget to take into consideration variables or events that did not exist, or could not be anticipated by Manager or City, at the time the Operating Budget was prepared.

D. **Five Year Forecast.** Manager shall submit to the City a five-year forecast to coincide with the City's financial forecast. Manager shall provide analysis and trend lines to support the data submitted. City shall provide Manager with a budget calendar and adequate time to prepare the forecast.

SECTION 3.3 Responsibilities of Manager. Without in any way limiting Manager's right to manage and operate the Aquatic Center in accordance with the terms of this Agreement, Manager shall, in addition to other obligations and responsibilities set forth in this Agreement, perform the following services, or cause the same to be performed at the Aquatic Center, subject to the approved Operating Budget and Capital Improvement Plan and the other terms and conditions set forth in this Agreement, and all expenditures of Manager and costs and expenses incurred by Manager in performing these services, including the "Management Fees" (as defined in Section 4.1), shall be Aquatic Center Expenses:

A. Manage and market the Aquatic Center and use commercially reasonable efforts to achieve and comply with the approved Operating Budget;

B. Maintain sufficient, qualified personnel at the Aquatic Center to operate the Aquatic Center in a manner reasonably believed by Manager to be efficient and consistent with the Operating Budget (which activities shall include, hiring, training and termination of personnel);

C. Consummate arrangements with concessionaires, vendors, licensees, guests, customers or other intended users of the Aquatic Center;

D. Develop and implement programs and activities, including, but not limited to, recreational and lap swimming, swim lessons, water aerobics, water safety, water sports and other programs necessary to meet the needs of the community and/or generate revenue;

E. The Aquatic Center Operator will be allowed to sell prepackaged drinks and snacks during pool operating hours;

F. The Aquatic Center Operator will maintain a master calendar of use of the outdoor fireplace grass area. The area is to be shared with the Aliso Viejo Center Operator and be used for weddings and other events through the Aliso Viejo Center Operations. The Aquatic Center Operator is to accommodate, within reason, the master calendar for the Aliso Viejo Center to host weddings and events at the outdoor fireplace grass area. If there is a conflict in scheduling, then the City will make the final decision determining who will utilize the facility on such certain date. The hosting Operator, either the Aliso Viejo Center or Aquatic Center will receive the revenue and incur expenses associated with the use of the outdoor fireplace grass area;

G. The Aquatic Center Operator will be allowed to sell sundries type merchandise such as goggles, sunscreen, and water bottles, swim gear, etc. as a convenience to its customers, not as a resale store;

H. Provide for the set-up and tear down of chairs, tables and any other decorations and amenities as necessary for pool party rentals, special events and activities scheduled at the Aquatic Center;

I. Subject to the City's purchasing and bidding requirements and in accordance with the Operating Budget and the terms and provisions of this Agreement, negotiate contracts for all goods, supplies and services for the Aquatic Center. All contracts shall be in City's name and Manager shall have the administrative authority to enter into agreements on behalf of the City; provided that no single agreement shall involve cumulative amounts in excess of $1,000. Agreements involving amounts of $1,000 or more shall be submitted to the Recreation & Community Services Manager or his/her designee for prior review and approval. Manager shall provide to the City copies of all contracts and agreements entered into by Manager on behalf of City pertaining to the Aquatic Center;

J. Make all repairs and replacements to the Aquatic Center as shall be reasonably necessary for maintenance of the Aquatic Center in good order, condition and repair, subject to the terms of this Agreement, the Operating Budget and the Capital Improvement Plan. Manager shall properly maintain all furniture, fixtures, equipment located in, on or around the Aquatic Center in a clean, safe and sanitary condition, free from rubbish, refuse, food scraps, garbage, dust, dirt, offensive or unclean materials, roaches and other insects, rodents and vermin, in accordance with the best sanitary practices. Manager shall act in full compliance with all applicable County and State Health Department regulations. Manager's obligations also include, but are not limited to, routine maintenance, repairs and preventative maintenance of the plumbing, mechanical, pool equipment, HVAC, telecommunications, audio visual and the electrical systems. Manager shall arrange for janitorial service for the Aquatic Center, provided that the City will contract for these services as part of its janitorial services of other City-owned facilities, and the costs of such services, as they pertain to the Aquatic Center, will be invoiced to the Aquatic Center. Notwithstanding the foregoing, nothing in this Section 3.3(J) shall be deemed to impose additional responsibilities or obligations on the Manager beyond those set forth in the Operating Budget and Capital Improvement Plan;

K. Submit invoices and backup information to the City for payment of Aquatic Center Expenses as identified in the Operating Budget;

L. Maintain a level of Operating Inventory deemed appropriate by Manager for supplying the needs of the Aquatic Center and its customers;

M. Apply for, and use commercially reasonable efforts to obtain and maintain, all licenses and permits required of Manager by any City, County, State and Federal governmental authority in connection with the operation and management of the Aquatic Center, including, without limitation, all licenses, permits and certifications related to the operation of the pools and splash pad area. City agrees to execute any and all applications and such other documents as shall be reasonably required and to otherwise cooperate, in all reasonable respects, with Manager in the application for, and obtaining and maintenance of, such licenses and permits;

N. Use commercially reasonable efforts to do, or cause to be done, all such acts and things in and about the Aquatic Center as shall be reasonably necessary to comply with all Insurance

Requirements and Legal Requirements, except for actions which the City or City's separate contractors are obligated to perform. In the event, at any time during the Management Term, repairs, additions, changes, or corrections in the Aquatic Center of any nature shall be required by reason of any Legal Requirements, Manager shall notify City and request City's consent to take all reasonable steps and to make all reasonable expenditures necessary to repair and correct any such repairs, additions, changes, or corrections. If necessary, adjustments to the Operating Budget shall be submitted to the City for City Manager approval and shall be included as Aquatic Center Expenses. If City does not approve such Operating Budget adjustment, Manager shall not be liable for any failure of the Aquatic Center to be in compliance with such Legal Requirements;

O. Arrange for City's payment of all Impositions and insurance premiums when due;

P. Develop and implement an annual co-branded marketing, advertising, and promotional plan for the Aquatic Center and submit to the City for approval at the same time as the Operating Budget;

Q. Subject to the Capital Improvement Plan and Operating Budget, purchase or replace Furnishings and Equipment necessary to operate and maintain the Aquatic Center in the manner provided in this Agreement;

R. Defend and settle claims, lawsuits, and demands relating to the Aquatic Center and Aquatic Center personnel (as further provided in and subject to Section 3.11 below), and retain legal counsel on behalf of City (and pay legal fees and costs) who under the direction of Manager will represent City, Manager, and Aquatic Center on all questions relating to Legal Requirements, will defend any claims or actions brought against Manager or City relating to the Aquatic Center or Aquatic Center personnel, and will institute and defend any and all legal actions or proceedings as shall be reasonably necessary to collect charges, rent or other income for the Aquatic Center to dispossess tenants or other persons in possession from all or any portion of the Aquatic Center, to cancel or terminate any lease, license or concession agreement on the grounds of default by the tenant, licensee, or concessionaire, or to contest property taxes. Manager shall use commercially reasonable efforts to notify City of any claims or lawsuits relating to the Aquatic Center within three (3) business days after Manager receives notice of such claims or lawsuits. Any legal fees paid by Manager and charged as an Aquatic Center Expense shall be for legal services directly related to the Aquatic Center and shall not include any Manager corporate overhead or administrative fee or charge. The City Manager shall have the right to pre-approve any legal counsel retained by Manager to defend the City, and to approve all legal bills incurred in such defense;

S. During the Management Term, Manager shall: (i) maintain all books, records, and other data associated with the financial activities of the Aquatic Center, (ii) prepare all operating budgets, cash flow budgets, and other financial projections and forecasts, and (iii) be responsible for the day-to-day financial affairs of the Aquatic Center, including payment of all taxes as a result of propriety actions such as the sale of goggles and other items at the Aquatic Center.

T. Throughout the Management Term, if Manager becomes aware of the presence of any Hazardous Material in a quantity sufficient to require remediation or reporting under any Environmental Law in, on or under the Aquatic Center or if Manager, City or the Aquatic Center

becomes subject to any order of any federal, state or local agency to investigate, remove, remediate, repair, close, detoxify, decontaminate or otherwise clean up the Aquatic Center, Manager shall, at City's sole expense, use all commercially reasonable efforts to carry out and complete any required investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup of the Aquatic Center; provided that such remediation activities shall be at Manager's expense if such activities are required as a direct consequence of Hazardous Material being present in, on or under the Aquatic Center solely as a result of grossly negligent or willful actions undertaken or permitted to be undertaken by Manager. City acknowledges and agrees that City shall be solely responsible for any legal or other liability arising out of the presence of any Hazardous Material in, on or under the Aquatic Center, except to the extent such Hazardous Material is present in, on or under the Aquatic Center solely as a result of grossly negligent or willful actions undertaken or permitted to be undertaken by Manager;

U. Notwithstanding anything else in this Agreement to the contrary, in the event, at any time during the Management Term, a condition should exist in, on, or about the Aquatic Center of an emergency nature which, in Manager's sole and absolute discretion, requires immediate action to preserve and protect the Aquatic Center, to better assure the Aquatic Center's continued operation, or to protect the Aquatic Center's customers, guests, or employees, Manager is authorized to take all steps and to make all reasonable expenditures necessary to repair and correct any such condition. City shall be notified of the need for, and estimated amount of, any such emergency expenditures as soon as reasonably practical, and a budget adjustment shall be prepared by Manager and transmitted to City for approval; and

V. Manager shall use commercially reasonable efforts to perform any act that is necessary to operate and manage the Aquatic Center during the Management Term, subject to the terms and conditions hereof. In fulfilling its operational responsibilities hereunder, Manager shall have all rights ordinarily accorded to an operator of an aquatic center in the ordinary course of business, including, without limitation, the collection of proceeds from the operation of the Aquatic Center and the approval and payment of obligations. Manager shall not be obligated to advance any of its own funds to or for the account of City nor to incur any liability, unless City shall have furnished Manager with funds necessary for the full discharge thereof. However, if for any reason Manager shall have advanced funds in payment of any reasonable expense in connection with the maintenance and operation of the Aquatic Center, City shall reimburse Manager within 30 days or receipt of proper documentation sufficient to justify the expense in the determination of the City.

SECTION 3.4 Personnel.

A. General. Manager shall employ all of the employees of the Aquatic Center. Manager also shall engage, on behalf of City and in accordance with the Operating Budget, such independent contractors as Manager shall deem necessary or advisable to assist Manager in the performance of its duties under this Agreement. Such independent contractors shall not be deemed employees of Manager or Aquatic Center. Manager shall recruit, hire, train, discharge, promote and supervise the management staff of the Aquatic Center and Manager shall supervise through the management staff the recruiting, hiring, training, discharge, promotion and work of all other employees and lifeguard staff of the Aquatic Center and the engagement and management of all independent contractors. All employees and lifeguard staff of the Aquatic Center shall be properly qualified

for their position. The compensation of the management staff and all other Aquatic Center employees and any payments to independent contractors shall be an Aquatic Center Expense.

B. Pension and Benefit Plans. Manager shall have the right to provide eligible employees of the Aquatic Center with pensions and other employee retirement benefits and disability, health and welfare benefits, and other benefit plans now or hereafter available to employees of other aquatic facilities, country clubs, or similar facilities operated by Manager, and the employer share of such employee benefits shall be an Aquatic Center Expense. Manager's employees are not employees of the City and are not eligible for pension or benefits normally made available to City employees.

C. Temporary Assignment of Other Manager Personnel. If the position of any key management positions of the Aquatic Center are not filled for whatever reason, Manager may temporarily assign to these positions the staff of other Premier Aquatic Services operated facilities; provided, however, that said temporary assignment shall not exceed ninety (90) days without the written approval of the Recreation & Community Services Manager. During such time as these employees are temporarily assigned to the Aquatic Center, all such employees will be paid their regular Employee Compensation, and the pro-rata share of such Employees' Compensation equal to the actual time such employees worked at the Aquatic Center shall be an Aquatic Center Expense.

D. Management Staff. Manager shall provide an Aquatic Director (or similar management staff), who shall be responsible for the day-to-day management and operation of the Aquatic Center. The name and telephone number (both home and business) of the general manager shall be provided, in writing, to the Recreation & Community Services Manager and shall be current at all times. The Aquatic Director shall be reasonably available during normal working hours to meet with the Recreation & Community Services Manager. After normal working hours, Aquatic Director shall be reasonably available to appear at the Aquatic Center if deemed necessary by the Recreation & Community Services Manager. Manager shall ensure that substitute personnel are available to cover the duties of the Aquatic Director and other key management employees in the event of illness or vacation. The Recreation & Community Services Manager shall have the right to approve the individuals who Manager intends to hire to fill the positions of Aquatic Director (regardless of the title given for such position by Manager) and other key management staff, which approval shall not be unreasonably withheld or delayed. Any personnel who fail or refuse to perform the services required by this Agreement in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the services required by this Agreement or a threat to the safety of persons or property, shall be promptly removed by the Manager at the request of the City; provided, however, that any such removal complies with applicable federal and state employment laws.

SECTION 3.5 Specific Operating Procedures. In addition to the more general responsibilities of Manager as manager of the Aquatic Center as provided in this Article III, Manager shall operate and manage the Aquatic Center in accordance with the following operating procedures consistent with the Operating Budget:

A. Aquatic Center Hours of Operation. Except upon the occurrence of the events described in Article X of this Agreement, the Aquatic Center shall be open during such times as approved in

advance by the City, on a daily basis, including holidays, if necessary, as provided in Exhibit "C". The Aquatic Center shall be kept open during all hours necessary to adequately serve the public utilizing the Aquatic Center, except for instances in which normal maintenance requires temporary closure. The Manager shall be available at the Aquatic Center as necessary for scheduled events and activities. Manager understands and acknowledges that, due to the nature of promoting and scheduling events at the Aquatic Center, it will be necessary for Manager to make itself available other than normal business hours to attend community or city meetings and meet the needs of users and potential users of the Aquatic Center.

B. Fees and Charges. Manager shall set all fees, rates and charges for the Aquatic Center consistent with the Aquatic Center's market position for similar facilities in the greater Orange County area; provided that all such fees, rates and charges shall be subject to the approval of the City Manager. All fees, charges, and prices at the Aquatic Center shall be comparable to and competitive with comparable facilities, as mutually identified from time to time by Manager and City Manager.

C. Sundries Sales and Operations. The Manager will be responsible for all sundries sales and operations at the Aquatic Center. The Manager shall use commercially reasonable efforts to comply with all applicable health laws and regulations as existing or as may be established by the federal, state, county and city governmental agencies to sell prepackaged drinks and/or snacks. Manager shall at all times be in material compliance with applicable regulations of the Orange County Health Department.

D. Office Operations. Manager shall employ sufficient administrative staff at the Aquatic Center to permit Manager to competently perform Manager's obligations under this Agreement. Upon City's written request, Manager shall provide the Recreation & Community Services Manager with a written job description for each management position at the Aquatic Center. Manager shall maintain at the Aquatic Center copies of all Manager corporate policies and procedures, as such may be changed from time to time.

E. Safety and Security. The Aquatic Center shall comply with all applicable safety regulations of federal, state, local governmental agencies, including without limitation, any requirements imposed by California Labor Code Section 6300 et. seq., and regulations promulgated with respect thereto, and applicable federal occupational, health, and safety laws and regulations. Manager shall use commercially reasonable efforts to protect the safety of all Aquatic Center employees and customers. The Aquatic Center shall contain appropriate security and alarm systems. The alarm system at the Aquatic Center shall be tied into an offsite monitoring station. City shall keep for seven (7) days computer back-up tapes of data recorded in connection with such monitoring systems, if any. Manager shall arrange for security guard services, as necessary, for any events as deemed appropriate by Manager to protect the public health, safety and welfare.

F. Public Use. Manager acknowledges that use of the Aquatic Center shall at all times be in a manner commensurate with and appropriate with the public use of publicly owned property. Manager shall not authorize, allow or tolerate any use of the Aquatic Center for any unlawful or illegal purpose.

G. **Use of Aquatic Center at City Direction.** The City shall have the right to use the Aquatic Center or any part thereof, upon reasonable advance notice and subject to availability, for such purposes as meetings, seminars, training classes or other uses without the payment of any rental or use fee, except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City. The City shall not schedule use of the Aquatic Center pursuant to this subsection if such use will conflict with paying events booked by Manager and shall in all instances be subordinate thereto in terms of priority of use of the Aquatic Center.

H. **Signs.** Manager shall not erect, construct or place any signs or advertisements in or on any portion of the Aquatic Center without the express prior written permission of the City.

I. **Contact Information.** When away from the Aquatic Center, a designated liaison for Manager shall use commercially reasonable efforts to return calls from authorized City representatives within four (4) hours. Manager may maintain a twenty-four (24) hour contact number (answering service or regularly monitored answering machine) for this purpose.

J. **Customer Evaluation Forms.** Forms shall be available to customers of the Aquatic Center to present their comments or complaints regarding the Aquatic Center. Completed forms shall be collected on a weekly basis and retained by Manager at the Aquatic Center for not less than one (1) year and made available to the City upon request.

K. **Fraud Policy.** Manager shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform the tasks under this Agreement and ensure that each of those employees are aware of and acknowledge the City's Fraud Prevention Policy. Manager shall submit to the City's Representative a statement signed by Manager acknowledging that Manager and each of its employees who are assigned to perform the tasks under this Agreement have received and read the City's Fraud Prevention Policy. Such acknowledgment shall be in a form substantially conforming to Exhibit "E". A finding by the City that Manager or any of Manager's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request and/or termination of this Agreement. Manager shall reimburse the City for any costs and expenses associated with fraud against the City

L. **Declaration of Political Contributions.** Manager shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Manager and all of Manager's employees, including any employee(s) that Manager intends to assign to perform the Services described in this Agreement. Such declaration shall be in a form substantially conforming to Exhibit "F".

SECTION 3.6 Alterations to Buildings. Manager shall not make any substantial alterations, additions, or changes to the exterior appearance or the structural nature of the Aquatic Center without the prior written consent of the City Manager.

SECTION 3.7 Operations and Maintenance Standards. The parties acknowledge and agree that the Aquatic Center shall be operated, maintained and managed as a first-class facility. Within ninety (90) days of the effective date of this Agreement, the parties shall create an

evaluation form to be used to assess the Manager's performance relating to operating, maintaining and managing the Aquatic Center. The City shall have the right, at all reasonable times, to enter the Aquatic Center for the purpose of inspection, repair and determination of Manager's compliance with this Agreement, and for any other reasonable purpose including the protection of City's property. Such entry may be made without the knowledge or consent of the Manager and may be conducted at any reasonable time. During any such visit by the City, City shall use its best efforts not to unreasonably interfere with events scheduled at and the general operation of the Aquatic Center.

SECTION 3.8 Manager Purchases. In connection with any purchases made by Manager or an Affiliate of Manager for the account of City, it is understood that Manager or such Affiliate may perform services as a representative of the manufacturer to secure the benefits of lower costs, and that any resulting savings shall be passed on to City, including representatives' fees. In addition, all trade discounts, rebates and refunds pertaining directly to purchases for the Aquatic Center shall accrue to the benefit of City. If any purchases of goods or services for the Aquatic Center are made from or through an Affiliate of Manager, the charges to the Aquatic Center for such goods or services shall be on the same terms as those made to other aquatic facilities operated by Manager and such charges shall not exceed the market prices for such goods and services.

SECTION 3.9 Capital Improvements.

A. Capital Improvement Plans. During the Management Term, Manager shall submit on or before March 10 of each year, a Capital Improvement Plan for the Aquatic Center for the next Operating Year, which shall include Manager's recommendation of Capital Improvement Projects for the next Operating Year and the estimated costs of such Capital Improvement Projects.

B. Implementation of Capital Improvement Projects. The parties acknowledge and agree that all Capital Improvement Projects are in City's sole control and discretion, and all costs and expenses of Capital Improvement Projects shall be paid from the Capital Improvement Account. The costs and expenses of Capital Improvement Projects shall not be considered Operating Expenses. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Agreement imposes no responsibilities or obligations on the part of Manager with respect to any aspect of a Capital Improvement Project, including design, construction or supervision thereof.

SECTION 3.10 Insurance During Management Term.

A. Coverage. Manager agrees to procure and maintain, during the Management Term, as an Aquatic Center Expense, at a minimum the following insurance (except where otherwise indicated that the City shall procure such insurance at City expense):

1. Commercial general liability insurance to be placed on occurrence form ISO CG 00 01 insuring against claims for bodily injury, death, or property damage with minimum limits of $5,000,000.00 per occurrence and $5,000,000.00 in the aggregate, with a $5,000.00 deductible or such other deductible amount as is mutually agreeable between City and Manager, and extended protection coverage for the following: (i) Contractual Liability coverage, (ii) Personal Injury Liability coverage, and Advertising Injury Liability insurance, (iii) Premises Medical Payments

coverage, (iv) Broad Form Property Damage Liability coverage (including Completed Operations), (v) Additional Persons Insured, (vi) Incidental Medical Malpractice Liability coverage, (vii) Damage to Premises restricted to your coverage up to $50,000.00, (viii) Extended Bodily Injury coverage, (ix) Automatic coverage, (x) Watercraft Liability coverage, and (xi) Limited Worldwide Liability coverage. The Products and Completed Operations exclusion shall not apply.

2. Business automobile liability insurance to be placed on coverage form ISO CA 00 01, code 1 ("Any Auto") with minimum limits of $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate.

3. Workers' compensation and employer's liability insurance as may be required under applicable laws, containing USL&H Jones Act Endorsements, where applicable, with Alternate Employer Endorsement, Voluntary Compensation Endorsement, and Employer's Liability Coverage Endorsement, covering all employees of Manager, with such deductible limits as are generally established by Manager and agreed to by City, written on state approved policy form and providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident or disease.

4. Coverage for employee dishonesty, loss inside and outside the Aquatic Center, and other such endorsements as normally provided, in minimum amount of $500,000.00 per occurrence and in the aggregate with reasonable deductibles to be determined by City and Manager covering all employees in job classifications normally bonded in the United States or as otherwise required by law.

Manager shall have the right to increase (but not to decrease without the prior written consent of the City Manager) the minimum amount of any insurance to be maintained by Manager with respect to the Aquatic Center under this Section in order to make such coverage comparable to the amount of insurance carried with respect to other aquatic facilities and country clubs operated by Manager, taking into account the size, character and location of the Aquatic Center. The types of insurance and the coverage amounts specified in this Section are the requirements of City in connection with the operation of the Aquatic Center. City acknowledges and understands that Manager has made no representation or warranties that such insurance is adequate to protect City. Except for losses, damages, liability or expenses covered under Section 13.2, any losses, damages, liability, or expenses that are not required to be covered by any of the insurance specified in this Section shall be an Aquatic Center Expense. In its sole discretion, City may elect to procure and maintain at one or more times and from time to time, some or all of the policies of insurance set forth in subparagraphs (1), (2), (3), and (4) above that Manager is required to procure and maintain, and in such case the City Manager shall notify Manager in writing (i) that Manager is temporarily relieved from the obligation of procuring and maintaining the policy(ies) of insurance specified by City in its written notice to Manager, and (ii) of the period of time during which Manager's obligation to procure and maintain the policy(ies) specified in City's written notice is suspended.

B. Policies. All insurance coverages required under this Section 3.10, shall be secured through policies issued by insurance companies of good reputation and of sound and adequate financial responsibility having a general policy holder's rating of not less than "A-" and a financial

rating of not less than Class VIII in the most current edition of Best's Rating Guide, unless such requirement is waived in writing by the City Manager. Such insurance companies shall be qualified to do business and in good standing in California. Within thirty (30) days after the Effective Date, Manager shall deliver to the City certificates of insurance and endorsements, as applicable, with respect to all of the policies of insurance required to be procured and maintained pursuant to this Section 3.10. All certificates of insurance shall be signed by a person authorized by the insurance company to bind coverage on its behalf. In the event any subcontractors perform work for Manager under this Agreement, Manager shall include such subcontractors as insureds under the policies of insurance to be maintained by Manager pursuant to this Section 3.10, or in the alternative, Manager shall obtain from such subcontractors separate certificates of insurance that satisfy the requirements of this Section 3.10 unless otherwise waived by the City Manager. Neither the procuring of insurance pursuant to this Section 3.10, nor the delivery of certificates of insurance evidencing such insurance coverages, shall be construed as a limitation of either party's indemnity obligations under Section 13.2. All insurance required under this Section 3.10 shall name both City and Manager as named insureds. All policies of insurance required under this Section 3.10 shall have attached thereto an endorsement that such policy shall not be canceled or materially changed without at least thirty (30) days prior written notice to City and Manager. All insurance coverages provided by Manager shall be endorsed to state that they are primary and any other insurance, deductible, or self-insurance maintained by City shall not contribute with this primary insurance.

C. Blanket Policies. Any insurance policies provided by Manager under this Section 3.10 may be affected under policies of blanket insurance which cover other properties in addition to the Aquatic Center, and in such case an allocable portion of the premiums for such blanket policies of insurance shall be considered an Aquatic Center Expense.

D. Workers Compensation Insurance. Not later than the Effective Date and as a condition to the effectiveness of this Agreement, Manager shall deliver to the City Manager a certificate of workers compensation insurance indicating that such insurance complies with all requirements of California law. Manager shall require all subcontractors performing work for Manager under this Agreement to maintain workers compensation insurance covering such subcontractor's employees.

City shall not be responsible for any claims in law or equity occasioned by the failure of Manager to comply with this Section 3.10 as it pertains to worker's compensation insurance, or with the provisions of the law relating to workers compensation insurance.

E. Additional Insured. The commercial general liability policy and business automobile policy specified herein shall be endorsed to add the City, its officials, officers, employees, agents and volunteers as additional insureds. For the commercial general liability policy, the endorsements shall be placed on ISO CG forms 20 10 and 20 37 or endorsements providing the exact same coverage.

F. Primary and Non-Contributory. The commercial general liability policy and business automobile policy specified herein shall be endorsed to provide that the insurance coverage is primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Manager's scheduled

underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Manager's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth herein, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.10.

G. Waiver of Subrogation; Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Manager or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Manager hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its contractors.

H. Insurance Maintained by Manager. Any insurance required and maintained by Manager under this Section 3.10 may contain deductible provisions and self-insurance or self-assumption provisions in such amounts as are maintained by Manager for other conference/community centers of a similar quality level operated by Manager. City understands and agrees that with respect to all policies of insurance required under this Section 3.10, the portion of any claim, loss, or damage subject to a deductible amount or a self-insurance or self-assumption amount shall be an Aquatic Center Expense. Manager shall notify City in writing at least thirty (30) days prior to any increase in the deductible amount or self-insured or self-assumed amounts for the insurance coverage maintained by Manager under this Section 3.10.

SECTION 3.11 Handling of Claims. Manager shall be responsible for handling all claims, demands, and lawsuits for any losses, damages, liability, and expenses (including without limitation personal injury and property damage claims) arising out of the operation and management of the Aquatic Center ("Claims"), whether or not such Claims are covered by the insurance required under Section 3.10. Handling such Claims shall include, without limitation, responding to such Claims, investigating such Claims, retaining legal counsel on behalf of the City to defend such Claims, settling such Claims, and paying any losses, damages and expenses relating to such Claims. All costs and expenses relating to the handling of such Claims as set forth in the preceding sentence, including, without limitation, attorney's fees and costs for Manager's in-house counsel and for outside legal counsel, shall be an Aquatic Center Expense. The City Manager shall have the right to approve any legal counsel retained by Manager to defend the City, and to approve all legal bills incurred in such defense.

ARTICLE IV - MANAGEMENT FEES.

SECTION 4.1 Forms of Manager Compensation. Manager shall receive as compensation for its services during the Management Term, a management fee as described in (A) below (the "Management Fee").

A. Management Fee. The Management Fee shall be an annual fee of One Hundred Forty-Five Thousand Dollars ($145,000). The Management Fee shall be paid in equal monthly installments, less the retention funds, as described below and in Exhibit "D". The Fixed Management Fee shall be prorated for any partial calendar month occurring during the Management Term. In the event that the Agreement is renewed pursuant to Section 2.1, the Management Fee may be adjusted each year at the time of renewal described in Exhibit "C" in accordance with the annual average Consumer Price Index of the prior calendar year, All Urban Consumers, Los Angeles-Riverside-Orange Counties, up to a maximum percentage of five percent (5%).

Additionally, City shall pay to Manager the amount of Four Hundred and Twenty Five Dollars ($425) between June 1 and August 31, and Fifty Five Dollars ($55) between September 1 and May 31 for each day that Manager is unable to collect daily guest fees, as further described in this paragraph. Manager shall be deemed to be unable to collect daily guest fees on any day that (1) the Internet is continuously down for more than 24 hours at the Aquatic Center after Manager makes an initial written report of the Internet outage to the City, (2) Manager is unable to charge daily guest fees using the CivicRec software during the outage period, and (3) all back up methods fail. Back up methods shall include using a point of service hot spot, an iPad with a credit card reader provided by the City, and a credit card reader with a cellular phone provided by the City. Should the credit card reader fail on either the iPad or cellular phone devices, Manager shall manually enter credit card numbers to charge guests.

B. Retention Funds. The Management Fee shall be paid in equal monthly installments less ten percent (10%) which shall be retained by the City until completion of the True Up Process.

C. True Up Process.

1) Forty-five (45) days following the end of each fiscal year of the Term, City and Manager shall audit the budgeted Aquatic Center expenses and Aquatic Center Expenses. To the extent the Aquatic Center Expenses exceed the budgeted Aquatic Center expenses ("Expense Overage"), Manager's Management Fee shall be reduced by 50% of the Expense Overage. If the Manager's portion of the Expense Overage exceeds the Retention Funds, Manager shall pay the City an amount equal to the Manager's portion of the remaining Expense Overage.

2) Forty-five (45) days following the end of each fiscal year of the Term, City and Manager shall audit Aquatic Center Expenses and Gross Revenues. To the extent that Gross Revenues exceed Aquatic Center Expenses excluding the management fee ($145,000), equipment maintenance up to $24,000, and capital expenditures, City will pay Manager 65% of exceeded revenues.

3) City and Manager shall no later than December 31 of each year review all Aquatic Center Expenses and Gross Revenues for the current fiscal year. Should said review demonstrate that the Manager's share of the Expense Overage is reasonably likely to exceed the Retention Funds amount at the end of the fiscal year, the amount retained monthly shall be increased to such percentage to ensure the City shall

retain sufficient funds to meet, but not exceed, Manager's projected share of the Expense Overage.

4) Following the True Up at the end of each fiscal year, Manager shall be paid any Retention Funds not applied to the Expense Overage within forty-five (45) days of completion of the True Up Process.

ARTICLE V - ACCOUNTS: WORKING FUNDS; DISBURSEMENT OF FUNDS; RECORDS AND REPORTS

SECTION 5.1 Aquatic Center Accounts.

A. Aquatic Center Account Requirements. City shall establish, an operating expense account (the "Operating Expense Account" and together with the Capital Improvement Account, the "Aquatic Center Accounts"). All Gross Revenues of the Aquatic Center shall be collected, received, and deposited by Manager exclusively through the Operating Expense Account in accordance with the terms of this Agreement. All Employee Compensation for the Aquatic Center shall be handled and expended exclusively through the Operating Expense Account. Manager shall also be entitled to maintain funds in reasonable amounts in "cash register banks" or in petty cash funds at the Aquatic Center; provided the amount of such funds does not exceed $1,000 in aggregate at any measurement period. All revenues from the Aquatic Center are the sole property of the City, held in trust by Manager for the City for application as provided in this Agreement.

B. Responsibility for Aquatic Center Expenses. City acknowledges that it is solely responsible for all Aquatic Center Expenses and Capital Improvement expenditures required for or on behalf of the Aquatic Center provided that such Aquatic Center Expenses and Capital Improvements are made in accordance with the terms of this Agreement. City also shall be responsible for all other expenditures and obligations in connection with the Aquatic Center, including without limitation, all federal, state and local taxes and all principal and interest payments on indebtedness.

C. Operating Expense Account. City shall maintain adequate funds in the Operating Expense Account. Prior to Manager incurring any Employee Compensation Obligations, Manager, on a biweekly basis, shall fund payroll and the Employee Compensation obligations and concurrently provide City with a statement containing such funded Employee Compensation obligations of the Aquatic Center. Within five (5) days after City's receipt of such statement from Manager, City shall transfer funds to the Manager for the incurred expenses.

D. No Commingling of Funds. Manager shall not allow any funds withdrawn from or to be deposited in the Aquatic Center Accounts to be commingled with any other funds or bank accounts of Manager.

SECTION 5.2 Additional Aquatic Center Expenses Provisions.

A. "Operating Expenses" shall include all operating expenses of the Aquatic Center other than expenses or expenditures in connection with Capital Improvements, the Percentage Management Fee payable pursuant to Section 4.1(A) and any expenses relating to personnel of Manager based in Manager's corporate headquarters or its regional field locations, in each case

incurred or paid on behalf of City during the Management Term as approved by City through the Operating Budget, computed on an accrual basis. Operating Expenses, include, but are not limited to, the following items:

1. Employee Compensation;

2. Marketing, advertising, and promotional expenses;

3. Purchase and replacement, as necessary, of Operating Inventory;

4. Purchase and replacement, as necessary, of office supplies, computers, printers, facsimile machines, photocopiers, postage, printing and routine office expenses, and accounting services incurred in the on-site operation of the Aquatic Center;

5. The costs of IT third party consultants and other third-party consultants utilized for the Aquatic Center for hardware and software that is not owned by Manager;

6. Accrual on the Aquatic Center balance sheet of a reserve for insurance (including workers' compensation) each month in an amount or at a rate that is sufficient to pay such insurance premiums when they become due and payable;

7. Insurance premiums, to the extent not provided for in the reserve established therefor;

8. Accounts receivable previously included within Gross Revenues, to the extent they remain unpaid sixty (60) days after the first billing;

9. Costs incurred for utilities, including, but not limited to, all electric, gas and water costs, and any other private utility charges incurred in connection with the operation of the Aquatic Center.

10. Janitorial and cleaning expenses;

11. Ordinary maintenance and repairs including pool maintenance, exclusive of any Capital Improvements or capital replacements, which are hereby excluded;

12. Subject to Section 13.2, expenses, including legal fees, damage or other costs, involved in defending discrimination, harassment or other employment related lawsuits, charges or claims involving personnel of the Aquatic Center;

13. All out-of-pocket expenses, including travel, air express, costs of recruitment (including applicable agent's fee) and other incidental expenses as set forth in the approved Operating Budget incurred for the direct operation of the Aquatic Center.

14. Amounts expended to procure and maintain permits and licenses;

15. Amounts expended to provide services at the Aquatic Center snack bar;

16. Landscape maintenance, pest control, lighting repair and replacement, and other building and ground maintenance expenses, provided that the City will contract for these services as part of

its maintenance of other City-owned facilities and the costs of such services, as they pertain to the Aquatic Center, will be invoiced to the Aquatic Center; and

17. All other customary and reasonable expenses incurred in the operation of the Aquatic Center in accordance with the Operating Budgets.

B. Out-of-Pocket Expenses. In addition to all other fees and expenses recited herein payable to Manager, but without duplication, and subject to City's approval, it is agreed that City shall reimburse Manager within thirty (30) days of invoice for all actual and reasonable out-of-pocket expenses incurred by Manager in the performance of this Agreement. Out-of-pocket expenses shall include, but shall not be limited to, reasonable travel, air express, costs of recruitment (including applicable agent's fees), and other incidental expenses. Reimbursement for such out-of-pocket expenses will be made at actual cost and be made directly from the Operating Expense Account.

C. Additional Expenses. Manager shall pay all of the following items from the Operating Expense Account, provided they are included in the approved Operating Budget: (i) major items of furniture, fixtures, and equipment not otherwise included as part of the Capital Improvement Plan provided such contracts are approved by City in writing, (ii) the Fixed and Percentage Management Fees, and (iii) any other expenses which do not constitute Operating Expenses.

D. Accounting Management. Manager shall provide for all accounting and financial reporting functions set forth on Exhibit A.

SECTION 5.3 Remaining Funds. Upon the expiration or earlier termination of this Agreement, Manager shall return any and all Advances and any and all funds held in possession of Manager or its agents that are derived from Gross Revenues or in any way related to the Aquatic Center to the City after all obligations for the payment of Employee Compensation arising out of or related to this Agreement have been satisfied in full. After termination of this Agreement, City shall pay to Manager any monies due to Manager under this Agreement but unpaid as of the date of termination, within forty-five (45) days. "Advances" shall be defined as any funds that City advances to Manager to conduct the affairs of and maintain the Aquatics Center.

SECTION 5.4 Books and Records. Manager shall keep accurate account and such other records as are necessary to reflect the results of the operation of the Aquatic Center. All books and records for the Aquatic Center shall be located either at the Aquatic Center or at Manager's corporate office. All such books, records, and reports shall be maintained separately from other facilities operated by Manager. Manager agrees to maintain reasonably appropriate accounting, operating, and administrative controls relating to the financial aspects of the Aquatic Center. The cash registers and any other equipment used by Manager to record Aquatic Center operations shall be approved by the City and is Payment Card Industry (PCI) compliant, where applicable. Manager shall surrender all on-site books, reports, and records to City upon expiration or termination of this Agreement and shall retain all financial data and records at the corporate office for a period of at least three (3) years after the expiration or earlier termination of this Agreement. City shall have the right to inspect and audit financials and records during such period as provided in Section 5.5 below.

SECTION 5.5 Inspection. Upon reasonable notice and during normal business hours, City shall have the right during the term of this Agreement to review, inspect, audit, and copy the financials, records, invoices, deposit receipts, and other accounting and financial information maintained by Manager in connection with the operation of the Aquatic Center. All such books and records shall be made available to City or its authorized agents, auditors or representatives at the Aquatic Center unless City and Manager agree upon another location. City, at its own expense, shall have the right to retain an independent nationally recognized accounting firm to audit the books and records of the Aquatic Center on an annual basis. Such inspection right shall not extend to any inspection of records located at Manager's corporate offices that are not related to the Aquatic Center. If any such audit demonstrates that the Gross Revenues or Aquatic Center Expenses reflected in any financial statements prepared by Manager are understated (in the case of Aquatic Center Expenses) or overstated (in the case of Gross Revenues), in either case by more than five percent (5%), Manager shall pay to the City the reasonable cost of such audit and shall promptly refund to the City any portion of the Percentage Management Fee that is attributable to the overstatement or understatement, as the case may be.

SECTION 5.6 Reports to City. Manager shall deliver to the Director of Financial Services of the City the following financial statements, in a form reasonably acceptable to City:

A. Within fifteen (15) days after the end of each calendar month, detailed reports and all supporting documentation delineating all Revenues, Revenue categories, deposits at the bank and a reconciliation statement reflecting any transit activity. In addition, reports should include sufficient detail to reflect all Gross Revenues, Employee Compensation, Operating Expenses, Fixed Management Fee, Percentage Management Fee (if applicable) and Capital Improvement Funds; and,

B. Within thirty (30) days after the end of each Operating Year, detail reports and all supporting documentation delineating all Revenues, Revenue categories, deposits at the bank, and a reconciliation statement reflecting any transit activity. In addition, reports should include sufficient detail to reflect all Gross Revenues, Employee Compensation, Operating Expenses, Fixed Management Fee, Percentage Management Fee (if applicable) and Capital Improvement Funds. If requested by City, and at the sole expense of City, these financial statements shall be certified by an independent certified public accountant acceptable to City.

C. Within thirty (30) days after the end of each calendar quarter, a report detailing the federal, state, local and sales taxes paid by Manager on behalf of City and amounts accrued by Manager for estimated federal, state, local and sales tax liabilities relating to the Aquatic Center, in each case arising during such calendar quarter.

SECTION 5.7 Manager Accounting Software. The parties acknowledge and understand if Manager owns and/or licenses software used at the Aquatic Center, City shall have no rights or interests in such software. Upon the expiration or earlier termination of this Agreement, Manager shall remove software owned and/or licensed by Manager from the Aquatic Center. All software that is used for Aquatic Center reservations and accounting purposes, shall not be removed until the data has been converted, for use by another software program, if feasible, and printed. Aquatic Center maintenance software shall not be removed until all maintenance

records have been printed. If City owns and/or licenses the software used at the Aquatic Center, Manager shall have no rights or interests in such software.

ARTICLE VI - AQUATIC CENTER NAME

The Aquatic Center shall be known by such trade name and/or trademark or logo as may from time to time be determined by City. The parties acknowledge and understand that the names, logos, and designs used in the operation of the Aquatic Center together with appurtenant goodwill, are the exclusive property of City. Manager may identify the Aquatic Center as an Aquatic Center managed and operated by Manager, provided, however, that any display of any Manager Logo or other corporate identification shall first be approved in writing by the City in its sole discretion.

ARTICLE VII - ENVIRONMENTAL MATTERS

In performing its responsibilities under this Agreement, Manager shall comply with all applicable Environmental Laws.

ARTICLE VIII - EVENTS OF DEFAULT

The occurrence of any one or more of the following events which is not cured within the specified cure period, if any, shall constitute a default under this Agreement (hereinafter referred to as an "Event of Default"):

SECTION 8.1 Failure to Pay Sums Due. Either party's failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of five (5) days after written notice (specifying the item not paid) thereof from the other party to the defaulting party.

SECTION 8.2 Failure to Comply. Either party's material failure to comply with any of the covenants, agreements, terms, or conditions contained in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof from the other party to the defaulting party specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any such failure cannot with due diligence be cured within such 30-day period, if the defaulting party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be necessary for the defaulting party to cure the failure.

SECTION 8.3 Bankruptcy. If either party (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by said party for the purpose of effecting any of the foregoing (collectively, an "Insolvency Proceeding").

SECTION 8.4 Reorganization; Receiver. An order, judgment, or decree is entered without the application, approval, or consent of either party by any court of competent jurisdiction approving a petition seeking reorganization of said party or appointing a receiver, trustee, or liquidator of said party, or of all or a substantial part of any of the assets of said party, and such order, judgment, or decree remains unstayed and in effect for a period of ninety (90) days from the date of entry thereof.

ARTICLE IX - REMEDIES

SECTION 9.1 City's Remedies. Upon the occurrence of an Event of Default by Manager, City may:

A. Seek specific performance of Manager's obligations or injunctive relief, as applicable;

B. Demand payment of all amounts due City under the terms of this Agreement and demand the payment of all costs, damages, expenses, and reasonable attorney's fees arising due to Manager's Event of Default;

C. Proceed to remedy the Event of Default, and in connection with such remedy, City may pay all expenses and employ legal counsel. All sums so expended or obligations incurred by City in connection therewith shall be paid by Manager to City upon demand by City, and on failure of such reimbursement, City may, at City's option, deduct all costs and expenses incurred in connection with remedying the Event of Default from the next sums becoming due to Manager from City under the terms of this Agreement; and

D. Terminate this Agreement by written notice of termination to Manager. Upon proper termination of this Agreement, Manager shall surrender occupancy of the Aquatic Center to City, including all keys that have been issued to Manager.

No remedy granted to City is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by City to exercise any right accruing upon an Event of Default shall impair City's exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

IN NO EVENT SHALL MANAGER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS AND LOSS OF GOODWILL) EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 9.2 Manager Remedies. Upon the occurrence of an Event of Default by City, Manager may:

A. Seek specific performance of City's obligations or injunctive relief, as applicable;

B. Demand payment of all amounts due Manager under the terms of this Agreement and demand the payment of all costs, damages, expenses, and reasonable attorneys' fees of Manager due to City's Event of Default;

C. Proceed to remedy the Event of Default, and in connection with such remedy, Manager may pay all expenses and employ legal counsel. All sums so expended or obligations incurred by Manager in connection therewith shall be paid by City to Manager, upon demand by Manager, and on failure of such reimbursement, Manager may, at Manager's option, deduct all costs and expenses incurred in connection with remedying the Event of Default from the next sums becoming due to City from Manager under the terms of this Agreement; and

D. Terminate this Agreement by Manager's written notice of termination to City.

No remedy granted to Manager is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by Manager to exercise any right accruing upon an Event of Default shall impair Manager's exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

IN NO EVENT SHALL CITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS AND LOSS OF GOODWILL) EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE X TERMINATION RIGHTS

SECTION 10.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Manager of such termination, and specifying the effective date thereof, at least six (6) months before the effective date of such termination. Upon termination, Manager shall be compensated only for those services which have been adequately rendered to City, and Manager shall be entitled to no further compensation. Manager may not terminate except for cause.

SECTION 10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Manager to provide all finished or unfinished contracts, documents and data and other information of any kind prepared by Manager in connection with the performance of Services under this Agreement. Manager shall be required to provide such documents and other information within fifteen (15) days of the request.

SECTION 10.3 Events of Termination. This Agreement shall also terminate upon the occurrence of any of the events set forth below:

A. An Event of Default by Manager, and City sends to Manager a notice of termination for cause (after the expiration of any applicable cure period);

B. An Event of Default by City, and Manager sends to City a notice of termination for cause (after the expiration of any applicable cure period);

C. Both parties agree in writing to terminate this Agreement within a specified period; and

D. Upon the expiration or termination of this Agreement according to its terms.

SECTION 10.4 Payments Upon Termination. Upon expiration or termination of this Agreement, all sums owed by either party to the other shall be paid within ten (10) days of the effective date of such termination.

SECTION 10.5 Employee and Other Obligations Upon Termination.

A. City's Obligations. Upon a termination or expiration of this Agreement for any reason, City shall remain responsible for payment of obligations relating to or arising out of the performance by Manager of this Agreement through the effective date of termination (including all Aquatic Center Expenses and all out of pocket expenses). Such obligations shall include all amounts to become due and owing to the terminated staff of Manager at the Aquatic Center through the effective date of termination. City shall pay all accrued wages for the terminated staff through such termination date and shall reimburse and/or hold harmless Manager for workers compensation insurance and other employee benefits paid or accrued by Manager on behalf of City to the terminated staff as of the termination date. Additionally, City shall be responsible for the payment of any earned and accrued vacation owed or due to the terminated staff as a result of the termination as well as any manual adjustments of wages and any unclaimed wages due the terminated staff accruing prior to the termination date and shall, if requested by Manager, reimburse Manager for any such payments made by Manager. Any amounts owed to Manager pursuant to this Section shall be paid to Manager within five (5) business days of written request therefor.

B. Upon a termination or expiration of this Agreement for any reason, Manager shall use commercially reasonable efforts to transfer to the City or its designated agent, to the extent transferable, all licenses and permits then held by Manager from any city, county, State and Federal governmental authority in connection with the operation and management of the Aquatic Center. The costs, if any, to transfer such license and permits shall be paid by City; provided that City shall not be required to pay a separate fee or charge to Manager for the transfer of such permits.

ARTICLE XI - TITLE MATTERS; ASSIGNMENT

SECTION 11.1 Ownership of Improvements and Personal Property. All improvements to the Aquatic Center made during the term of this Agreement and all Furnishings and Equipment and Operating Inventory purchased by Manager during the term of this Agreement shall be considered property owned by City at such time as the improvements are made or the Furnishings and Equipment or Operating Inventory are purchased. Manager shall not create, incur or allow any liens or obligations of any nature or kind whatsoever to be imposed upon the Aquatic Center or any of its Furnishings and Equipment.

SECTION 11.2 Assignment or Subcontracting. Except for temporary independent contractors retained by Manager on behalf of the City to provide non-supervisory services in connection with pool and recreational activities, Manager shall not assign this Agreement, or subcontract any work, without the prior written consent of the City. Any assignment by Manager (other than the engagement of temporary independent contractors to provide non-supervisory

services in connection with pool and recreational activities), whether or not requiring the prior consent of the City, shall not be effective unless and until Manager and such assignee execute an assignment and assumption in a form acceptable to the City Attorney. It is understood and agreed that any consent granted by the City to any such assignment by Manager shall not be deemed a waiver of any consent required under this Section as to any future assignment. Any assignment by Manager of this Agreement in violation of the provisions of this Agreement shall be null and void and shall result in the termination of this Agreement. In addition to any other remedies available to the parties, the provisions of this Section shall be enforceable by injunctive proceeding or by suit for specific performance.

SECTION 11.3 Successors and Assigns. Subject to Section 11.2, this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

ARTICLE XII - DAMAGE OR DESTRUCTION; EMINENT DOMAIN; FORCE MAJEURE EVENTS

SECTION 12.1 Damage or Destruction. Should the Aquatic Center be destroyed or substantially damaged by fire, flood, acts of God, or other casualty, City, by written notice to Manager given within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement on the basis that City does not choose to rebuild or restore the Aquatic Center, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination (or, with respect to amounts due Manager, after such date if it is reasonably necessary to incur additional expenses in the wind-down of operations of the Aquatic Center). For the purpose of this Section, the Aquatic Center shall be deemed to have been substantially damaged if the estimated length of time required to restore the Aquatic Center substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of six (6) months, as indicated by an architect's certificate or other evidence reasonably satisfactory to Manager. If this Agreement is not terminated in the event of damage to the Aquatic Center either because (i) the damage does not amount to substantial damage as described above, or (ii) notwithstanding destruction of or substantial damage to the Aquatic Center, City elects to restore the Aquatic Center, then City shall proceed, at City's own expense, with all due diligence to commence and complete restoration of the Aquatic Center to its condition and character just prior to the occurrence of such casualty. If as a result of any damage or destruction to the Aquatic Center as provided in this Section, the responsibilities of Manager under this Agreement are substantially changed, then the parties shall meet and discuss in good faith appropriate modifications to this Agreement including the Fixed and Percentage Management Fees.

SECTION 12.2 Condemnation. In the event all or a substantial portion of the Aquatic Center is taken in any eminent domain, condemnation, compulsory acquisition, or similar proceeding by any competent authority for any public or quasi-public use or purpose, or a sale of the Aquatic Center takes place in lieu of same, then Manager may terminate this Agreement upon written notice to the City given within ninety (90) days thereafter. In the event a portion of the Aquatic Center shall be so taken or is affected on a temporary basis, and the result is not to make it unreasonable to continue to operate the Aquatic Center for the purposes contemplated by this Agreement, Manager shall have no right to terminate this Agreement and this Agreement shall not

terminate; however, so much of any award granted to the City for any such partial taking, condemnation, or sale as shall be necessary to render the Aquatic Center equivalent to its condition prior to such event shall be used for such purpose and the balance of such award (less the costs of obtaining such award) shall be included as Gross Revenue (but in no event shall such award be included in Gross Revenues for purposes of calculating the Percentage Management Fee).

SECTION 12.3 Force Majeure Events. As used in this Agreement, the term "Force Majeure Event" means a disruption in the operation of the Aquatic Center due to, or the cause of the failure to perform by a party hereto due to, declared or undeclared war, sabotage, riot or acts of civil disobedience, acts or omissions of governmental agencies (except acts of governmental agencies including but not limited to the City taken in accordance with this Agreement), accidents, fires, explosions, floods, earthquakes, or other acts of God, strikes, labor disputes, shortages of or inability to obtain labor or materials, or any other event not within the control of Manager and not caused by the gross negligence or intentional wrongful conduct of Manager. For purposes of this Section, any disruption to the operation of the Aquatic Center caused by a Capital Improvement project shall also constitute a Force Majeure Event. If as a result of the occurrence of a Force Majeure Event, the responsibilities of Manager under this Agreement are substantially changed, then the parties shall meet and discuss in good faith appropriate modifications to this Agreement including the Fixed and Percentage Management Fees. Notwithstanding anything contained herein to the contrary, the provisions of this Section shall not be applicable to either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

ARTICLE XIII - GENERAL PROVISIONS

SECTION 13.1 Contract Administration. City has designated the **Recreation & Community Services Manager** as the individual who is responsible for administering this Agreement on behalf of City. Manager has designated **Dan Berzansky** as the individual who is responsible for administering this Agreement on behalf of Manager. Manager shall notify in writing if another individual has replaced the foregoing designated person as the person responsible for administering this Agreement on behalf of Manager. The parties acknowledge that except as otherwise expressly provided herein:

A. The Recreation & Community Services Manager has the authority to approve or consent to those matters identified in this Agreement as requiring City's approval or consent and to make all other decisions on behalf of City regarding the administration of this Agreement (except where City Council approval is expressly required herein). City's management direction to Manager shall be given by the Recreation & Community Services Manager.

B. Manager's foregoing designated person or such other individual designated by Manager in writing to City has the authority to approve or consent to those matters identified in this Agreement as requiring Manager's approval or consent and to make all other decisions on behalf of Manager regarding the administration of this Agreement.

SECTION 13.2 Indemnities.

A. **Manager's Indemnification**. Except as provided in Section 3.10(G), Manager agrees to defend, indemnify and hold harmless City and City's officers, officials, members, employees, agents, representatives, and volunteers (the "City Parties") from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, expert witness fees, reasonable attorneys' fees, costs and expenses, which results from or is connected with any act or omission by Manager or any shareholder, director, officer or employee of Manager in connection with Manager's performance under this Agreement that constitutes negligence or willful misconduct, except to the extent such acts or omissions were directed or approved by City, or such liabilities were caused by City's willful or criminal misconduct, gross negligence or fraud. Notwithstanding anything else contained herein, City acknowledges that Manager shall not be responsible for any damage to property under City's care, custody and control and that City shall ensure that all such damage is covered by appropriate insurance coverage.

B. **City's Indemnification**. Except as provided in Section 3.10(G), City agrees to defend, indemnify and hold harmless Manager and Manager's affiliated corporations, and each of their shareholders, officers, directors, employees, agents, representatives and volunteers, from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, expert witness fees, reasonable attorneys' fees, costs and expenses, which results from or is connected with one or more of the following:

1. Any act or omission by Manager in connection with the management and operation of the Aquatic Center (i) that is expressly authorized by this Agreement, or (ii) that is within the scope of Manager's duties under this Agreement, or (iii) that is within Manager's delegated authority under this Agreement, or (iv) that was either at the written direction of City or with the written approval of City; unless such act or omission constitutes negligence or willful misconduct (and was neither at the written direction of City nor with the written approval of City) in which event Manager shall not be indemnified under this Section;

2. Any act or omission constituting gross negligence or willful misconduct by City or any officer, official, member, employee, agent, representative or volunteer of City;

3. City's failure to make any payment to Manager hereunder to which Manager is entitled pursuant to the terms of this Agreement (after the expiration of any applicable cure period); or

4. the ownership, leasing, organization, development or construction of the Aquatic Center, Hazardous Materials or other conditions existing at the Aquatic Center, the use by Manager of Aquatic Center trade names, trademarks, logos or other intellectual property used in connection with the Aquatic Center.

C. **Survival**. The defense and indemnification obligations contained in this Section 13.2 shall survive the expiration or termination of this Agreement for any reason.

SECTION 13.3 Cumulative Rights and Remedies. All rights and remedies of both parties here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

SECTION 13.4 Notices. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged) or three (3) days after mailing the same (by certified mail, return receipt required) with proper postage prepaid, or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery, to be confirmed in writing by such courier, at such Party's address set forth below or at such other address as a Party may designate by written notice given to the other in accordance with the foregoing.

For purposes of Notices hereunder, the address of City shall be:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656-5335
Attention: Recreation & Community Services Manager

For purposes of Notices hereunder, the address of Manager shall be:

Premier Aquatic Services
36 Argonaut, Suite 130
Aliso Viejo, CA 92656
Attention: Dan Berzansky, Owner/President

Each party shall have the right to designate a different address by the giving of notice in conformity with this Section.

SECTION 13.5 Independent Contractor. Manager shall at all times be considered an independent contractor under this Agreement. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between City and its successors and assigns, on the one part, and Manager and its successors and assigns, on the other part.

SECTION 13.6 Proprietary Information. Subject to applicable state law, all specifically identifiable information developed by Manager for City at the expense of City shall be the property of both Manager and City and neither party shall disclose or grant any rights to such information to any third party without the consent of the other party. All information developed by Manager at Manager's expense, including, without limitation, all promotional, marketing, sales and operating strategies, programs, software (specifically the software described in Section 5.7), technology, and similar confidential or proprietary information, shall be the exclusive property of Manager and neither City nor any of its affiliates or successors may use or disclose such proprietary information without the advance written consent of Manager. The obligations and restrictions contained in this Section 13.6 shall survive the expiration or termination of this Agreement for any reason.

SECTION 13.7 Modification and Changes. This Agreement may be amended or modified only by a writing signed by both parties.

SECTION 13.8 Entire Understanding and Agreement. This Agreement constitutes the entire understanding and agreement between the parties to the subject matter hereof, and supersedes all prior representations, agreements and understandings, oral or written, related to such subject matter.

SECTION 13.9 Headings. The Article, Section, and Subsection headings contained in this Agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

SECTION 13.10 Consents. Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of the Agreement, and that any such consent or approval shall not be unreasonably delayed or qualified, except where such consent is expressly stated as within the party's sole and absolute discretion. Similarly, each party agrees that any provision of this Agreement which permits such party to make requests of the other party shall not be construed to permit the making of unreasonable requests.

SECTION 13.11 Survival of Covenants. Any covenant, term, or provision of this Agreement which in order to be effective must survive the termination of this Agreement shall survive any such termination.

SECTION 13.12 Third Parties. None of the obligations under this Agreement of either party shall run to or be enforceable by or establish any rights of any party other than the party to this Agreement or by a party deriving rights under this Agreement as a result of an assignment permitted pursuant to the terms of this Agreement.

SECTION 13.13 Waivers. No waiver by City or Manager at any time of any of the terms, conditions, covenants, or leases of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or lease herein contained, nor of the strict and prompt performance thereof. No delay or failure of either party to exercise any right, power, privilege or option arising from any default shall impair any such right, power, privilege or option or be construed to be a waiver of any such default, relinquishment thereof, or acquiescence therein, while such default is continuing. No notice by Manager or by City shall be required to restore or revive time as of the essence hereof after waiver by Manager or by City of default in one or more instance. No option, right, power, remedy or privilege of Manager or City shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Manager and to City by this Agreement are cumulative and no one of them shall be exclusive of the other exclusive of any remedies provided by law, and that the exercise of one right, power, option, or remedy by Manager or by City shall not impair its right to any other right, power, option, or remedy. Notwithstanding the foregoing, either party may, in writing, (i) extend the time for performance of any of the obligations of the other, (ii) waive any inaccuracies and representations by the other contained in this Agreement, (iii) waive compliance by the other with any of the covenants contained in this Agreement, and (iv) waive the satisfaction of any condition

that is precedent to the performance by the party so waiving of any of its obligations under this Agreement.

SECTION 13.14 Applicable Law. This Agreement calls for performance and shall be performable in Aliso Viejo, California and shall be governed by, and construed and enforced in accordance with, the laws of the State of California (without giving effect to principles of conflicts of law thereof).

SECTION 13.15 Interpretation. City and Manager agree that this Agreement has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Agreement or any portion thereof.

Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

SECTION 13.16 Enforceability of Any Provision. If any term, condition, covenant or obligation of this Agreement shall be determined to be unenforceable, invalid, or void, such determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement.

SECTION 13.17 United States Currency. All amounts payable pursuant to this Agreement shall be paid in lawful money of the United States of America.

SECTION 13.18 Counterparts; Facsimile Signatures. This Agreement and any amendment may be executed in counterparts, and upon all counterparts being so executed each such counterpart shall be considered as an original of this Agreement or any amendment and all counterparts shall be considered together as one agreement. Facsimile signatures shall be as effective as an original signature.

SECTION 13.19 Attorneys' Fees. In the event of a dispute involving the nonperformance by a party hereto of its obligations under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and all other expenses (including expert witness fees and fees and costs related to discovery and appeal) reasonably incurred in connection with such dispute, whether or not litigation is commenced, in addition to all other relief to which the party is entitled. If the successful party recovers judgment in any legal action or proceeding, the attorneys' fees and all other expenses of litigation shall be included in and made a part of any such judgment.

SECTION 13.20 Publicity. Any commercial advertisements, press releases, articles, or other media information using either party's name shall be subject to the prior approval of the other party, which approval shall be given or withheld in the other party's sole and absolute discretion.

SECTION 13.21 Covenants Against Discrimination. Manager agrees that in connection with its performance under this Agreement, there shall be no discrimination by Manager against any person on account of race, color, creed, religion, sex, marital status, national

origin or ancestry. Manager agrees to include a provision similar to this Section in all subcontracts entered into by Manager in connection with work being performed under this Agreement.

SECTION 13.22 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to Manager, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Manager or any successor, or for breach of any obligation of the terms of this Agreement.

SECTION 13.23 Time of the Essence. Time is of the essence of this Agreement. The parties understand that the time for performance of each obligation has been the subject of negotiation by the parties.

SECTION 13.24 Exhibits and Attachments Incorporated. All exhibits and attachments to this Agreement are incorporated herein and made a part hereof.

SECTION 13.25 Authority; Covenants and Representations.

A. Each party makes the following covenants and representations to the other party:

1. Such party is duly organized and validly existing,

2. The person or persons executing this Agreement on behalf of such party is/are duly authorized to execute and deliver this Agreement on behalf of such party,

3. By so executing this Agreement, such party is formally bound to the terms and provisions of this Agreement, and

4. Neither the execution of this Agreement nor the party's performance of any obligation hereunder (i) shall constitute a violation of any law, ruling, regulation, or order to which the party is subject, or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document (a) to which the party is bound, or (b) in the case of the City, to which the Aquatic Center or any part thereof is subject.

B. Additionally, City makes the following covenants and representations to Manager:

1. City has and will retain the property interests in the Aquatic Center necessary to enable Manager to perform its duties pursuant to this Agreement peaceably and quietly. City represents and warrants that Manager's performance of the services required by this Agreement shall not violate the property rights or interests of any other party; and

2. If necessary to carry out the intent of this Agreement, City agrees to execute and provide to Manager, on or after the Management Term Commencement Date, any and all other instruments, documents, conveyances, assignments, and agreements which Manager may reasonably request in connection with the operation of the Aquatic Center.

SECTION 13.26 Restrictions as to Employees. During the Management Term and for a period of two (2) years after the end of the Management Term, it is agreed that City or its agents

and contractors shall not seek to contact, entice, or discuss employment with any Key Employee of Manager nor shall City employ or seek to employ any such employee, without first obtaining the written consent of Manager. For purposes hereof, a "Key Employee" of Manager shall mean the Aquatic Director of the Aquatic Center or any employee of Manager's corporate office.

SECTION 13.27 Outside Business. Nothing contained in this Agreement shall be construed to restrict or prevent, in any manner, any party or any party's affiliates, parent corporations, or representatives or principals from engaging in any other businesses or investments, nor shall City or Manager have any right to share or participate in any such other businesses or investments of the other party.

SECTION 13.28 Authorization to Manager. In addition to such other authorizations granted to Manager in this Agreement to act on behalf of City, Manager shall have the authority, in the event of a dispute with any party other than the City involving the interpretation of the terms and provisions of this Agreement, to reasonably interpret the terms and provisions of this Agreement on behalf of City.

SECTION 13.29 Possessory Interest. Pursuant to California Revenue and Taxation Code Section 107.6, City hereby informs Manager that this Agreement may create a possessory interest subject to property taxation, and in such event Manager may be subject to the payment of property taxes levied on such interest.

[*Signatures on following page*]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for **Aquatic Center Management** on this 12 day of May, 2022.

CITY OF ALISO VIEJO

By: _____
David Doyle
City Manager

Attest:

By: _____
Mitzi Ortiz, MMC
City Clerk

Approved as to Form:

BEST BEST & KRIEGER LLP

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: _____
Ann Eifert
Director of Financial Services

PREMIER AQUATICS

By: Daniel Berzansky

Name: Daniel Berzansky

Title: President/CEO

[If Corporation, TWO SIGNATURES, President **OR** Vice President **AND** Secretary, **AND** CORPORATE SEAL OF CONSULTANT REQUIRED]

By: _____

Name: _____

Title: _____

EXHIBIT "A"

ACCOUNTING SERVICES

Manager shall provide the following services as stipulated in Article V of this Agreement including but not limited to the following:

1. Financial Reports. Manager shall review, provide oversight of the preparation of financial statements and provide the City with reports for each accounting period, as well as annual financial statements and reports. Reports are due within fifteen days (15) of month end thirty days (30) of each fiscal quarter and thirty days (30) of year end. Reports include but are not limited to:

   (a) Current Month and Year End Reports
   - Detailed Revenue Report – Aquatic Center
   - Detailed Deposit Report – Aquatic Center
   - All Bank Deposit Receipts – Aquatic Center
   - Reconciliation Statement – Aquatic Center
   - Budget to Actual Variance Reports and Analysis

   (b) Other Reports
   - Pool Revenue – Detailed listing by category
   - Event logs/Booking Reports
   - Operations monthly client letter to include reporting on revenues, expenditures, ratios & events
   - Cash Flow Summary – Quarterly

2. Budgets for the Facilities.

   (a) Operating Budget – Aquatic Center
   (b) Capital Improvement Plan
   (c) 5 Year Forecast

3. Financial management.

   (a) Annual audit at City's discretion
   (b) Establish and monitor accounts receivable procedures
   (c) Monitor contract/lease compliance
   (d) Monitor internal controls, policies and procedures
   (e) Prepare and file all federal, state income, franchise tax returns and any other applicable reports for the entity
   (f) Provide fixed asset/inventory reporting consistent with the City's policies and procedures
   (g) City shall have ownership of all financial data for history purposes

EXHIBIT "B"

SCOPE OF SERVICES

Aquatics Center

Premier Aquatic Services will operate the City Aquatics Center (AVAC), and all of its staffing, services, programs, and facilities. These services include all staffing, basic facility upkeep, and management of all programs, including but not limited to a precompetitive recreational swim team, swim instruction for private and group swim lessons, Parent and Me classes, Senior Aqua Fit classes, Group Learn to Swim programs, public lap swim, health and safety classes (lifeguarding, cpr, etc.), public and private aquatics events, and a masters swim team.

Premier Aquatic Services agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the above mentioned services, and any programs offered the AVAC. All services shall be performed by Premier staff. Premier Aquatic Services will determine the means, methods, and details of performing the Services subject to the requirements described herein.

Premier Aquatic Services is an independent contractor and not an employee of City. Premier retains the right to perform similar or different services for other communities and city programs during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Premier Aquatic Services shall not be employees of City and shall at all times be under Premier's exclusive direction and control. Premier shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of Services and as required by law unless otherwise specified. Premier shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Premier Aquatic Services shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Premier represents and maintains that it is skilled in the professional calling necessary to perform the Services. Premier warrants that all employees and sub consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Premier represents that it, its employees, and its sub consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

Premier shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law.

Lifeguard Services

Premier will provide lifeguards and gate monitors for Aquatic Facility at the expense of Premier.

Lifeguards will be certified by StarGuard Elite (SGE) and fully trained by Premier to monitor the entire Aquatic Facility during all business hours.

Lifeguards will be responsible for the safety of guests in the facility, as well as enforcing facility rules. Lifeguards and aquatics staff will be required to wear aquatics staff uniforms, co-branded with Premier Aquatics and City logos, which will include staff shorts and t-shirts. Staff uniforms will help members and residents easily identify them at all times. Premier lifeguard uniforms will be printed with "Lifeguard" on the back of the shirt. Shirts will be white with red writing and shorts will be red. Lifeguards will undergo in-service training weekly to remain current on all safety procedures required by StarGuard Elite and Premier, as well as to continue to stay current on facility specific Emergency Action Plans (EAP). In-service trainings will be conducted twice per year to ensure that all staff is up to date on skills.

Supervision of Lifeguards

Premier will hire and train, professional individuals as lifeguard staff.

Premier will provide direct supervision in order to maintain the high standard of service at all times. To provide daily (7 days a week) supervision of our staff in the form of unannounced visits, written evaluations, and constant communication. This supervision will be in the form of a dedicated Aquatics Director at the Aquatics Facility.

Private Swim Lessons

Premier will provide qualified swim instructors trained by Premier management staff to meet the needs of residents and guests. Swim instructors are required to be certified in CPR, first aid, and lifeguarding by the StarGuard Elite. Premier has developed its own swim lesson curriculum which will be utilized.

Progressive Learn to Swim Program

The Premier Progressive Learn to Swim program follows Premier's innovative approach to swim development. The program will operate on a schedule determined by Premier and approved by COAV. Premier's Progressive Learn to Swim lessons are offered in sessions of 8 lessons over two weeks (Monday through Thursday) at 30 minutes each in length. Lessons will be taught with a maximum of 6 students per instructor. The only exception is "Parent and Me" classes, which can accommodate up to 10 students with the support of parent involvement. All classes are grouped by age and ability.

Youth Swim Team

Premier will operate the Precompetitive Recreational Swim Team, also known as the "Aliso Viejo

Flying Fish." The name Aliso Viejo Flying Fish or other name designated for the swim team shall be the sole and exclusive property of the City. Responsibilities included are coaching of swim team members, scheduling and organizing of swim meets and practice dates and times, and the supply of all apparel to swim team participants. Premier will also be responsible for all expenses incurred in the hiring and training of swim coaches. Premier commits to keeping all swim team apparel in stock. This will ensure that all customers receive swim team apparel upon registration.

Swim Team Philosophy

Premier will provide experienced swim coaches to run the swim team program and train the swim team participants.

The Premier philosophy on training is that every practice throughout spring and summer sessions will include specified stroke technique development and stamina building sets with coaches in the water during appropriate practices.

Masters Swim Team

Premier will offer a masters swim team workout. This workout will focus on adult and senior participants, with an additional focus on triathletes and adult aged competitors.

Facility Memberships and Daily Entry Fees

Entry fees will be collected by Premier for all visitors. Program participants may enter the aquatics facility 15 minutes prior to their scheduled class time, and remain onsite for 15 minutes after their scheduled class time ends, but only in the designated area in which such programs take place. The remainder of the aquatics facility will be reserved for daily facility guests and annual pass holders. Any program participants, who wish to stay past the allotted 15 minutes, will be required to pay the general entry fee. In addition to daily entry fees, Premier will offer a yearly membership to residents who would like to participate in daily lap swim hours and families that wish to utilize the facility on a more regular basis.

Private Events and Birthday Parties

Premier will offer daytime birthday parties for residents of Aliso Viejo. These parties will be available during convenient times, as to not take away from daily participant experiences. The staff at Premier will create a professional and recreational experience for birthday party or celebration.

GENERAL STAFFING ORGANIZATIONAL CHART

Retail
Premier will offer a full-service aquatics retail shop, stocked with swim wear, goggles, kickboards, fins, snorkels, towels, caps, and select prepackaged drinks and snacks.

Health and Safety
Premier will continue to offer the full array of health and safety classes, including CPR/AED courses, Lifeguarding, Professional Rescuer Courses, and WSI through at AVAC.

General Staffing Information
All instructors and coaches will be required to be certified in CPR, Lifeguarding, and First Aid by the StarGuard Elite. Premier has in-house StarGuard Elite instructors that will run all training programs for our staff. Premier will only hire employees that will complete the required Live Scan background check for the Department of Justice and Federal Bureau of Investigation.

Aquatic Director
Premier to provide a full-time staff member, dedicated only to programming and staffing at the Aliso Viejo Aquatic Center. This staff member will supervise all staff, including the Head Lifeguard, the Lead Instructors, the Head Swim Coach, and the Deck Manager. The management team will oversee all part time staff per staff organizational chart.

Proposed Staffing Budget
As per this agreement, Premier will be responsible for the hiring and payroll of all staff. In addition, Premier will be responsible for providing comprehensive workers compensation plans, as well providing eligible employees with health and retirement benefits.

Administration
Premier will focus a large amount of attention on administering a comprehensive and organized aquatics program for the City. Dependent on the time of year, Premier will provide the following administrative positions and services for the aquatic facility and participants.

- Deck Hosts (checking in program families, updating rosters and enrollments, quality control checks, and evaluations of instructors and coaches).
- Customer Service/Call Center: Responsible for answering and returning calls and emails, enrolling clients, updating rosters and enrollments, processing payments in real time)
- Customer service liaison on staff at front window during all operating hours.
- One point person (Aquatics Director).
- Premier to provide an online registration system, which will allow customers to register for classes and schedule specific swim lessons with specific instructors.

Operational/Marketing Commitments
Premier to have the following marketing plan for the City of Aliso Viejo's Aquatic Facility.

Marketing

- Press (Aliso Viejo Patch, OC Register, OC Family, etc.)- Articles highlighting the summer program
- Events (a booth at ALL City Special Events) - a presence at ALL city programs during the spring and summer season which will work to inform all AV residents of the programs being offered at AVAC.
- Local and area marketing pieces- mailers to every home in Aliso Viejo. Eblasts to all of last year's participants, and flyers.

- Public School/Private School/Preschool/ Day Cares/Local sports groups (other than water sports) - target marketing with the goal of gaining new client base.
- Partnership with Boys and Girls Club/Boys and Girl Scouts- teaching water safety for each group.
- City Water Safety Program in schools to promote learn to swim
- Street signs at all major cross streets in Aliso Viejo promoting the AVAC.
- Maintain a social media presence on various platforms.
- All promotional items, participants shirts, staff uniforms, printed materials, and electronic marketing must include the City logo and/or City designated Aquatic Center logo.

City to approve all marketing material before printing and distribution, provided that such approval shall not be unreasonably withheld. All events attended by Premier or a third-party representative to promote and/or market services provided at the aquatic facility must be pre-planned and approved by City, provided that such approval shall not be unreasonably withheld. Failure to respond within fourteen (14) business days of submitting advertising materials for approval shall be deemed approved as is.

City will publish in the quarterly recreation brochure, an aquatics section promoting Aquatic Center Programs. Premier aquatics is to provide the content, subject to editing, by the established deadline each quarter.

The City maintains an active social media presence and regularly sends out ENewsletters to the community. Premier may submit content to the Recreation & Community Services Manager or designee for inclusion on the City's social media outlets and ENewsletter.

EXHIBIT "C"

SCHEDULE OF SERVICES

Manager shall operate the Aquatic Center based on the tentative schedule:

	January	February	March	April	May	June
Monday	10am-6pm	10am-6pm	10am-6pm	10am-7pm	10am-7pm	9am-8pm
Tuesday	6:30am-6pm	6:30am-6pm	6:30am-6pm	6:30am-7pm	6:30am-7pm	6:30am-8pm
Wednesday	10am-6pm	10am-6pm	10am-6pm	10am-7pm	10am-7pm	9am-8pm
Thursday	6:30am-6pm	6:30am-6pm	6:30am-6pm	6:30am-7pm	6:30am-7pm	6:30am-8pm
Friday	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	9am-5pm
Saturday	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	9am-5pm
Sunday	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm	9am-5pm

	July	August	September	October	November	December
Monday	9am-8pm	9am-8pm	10am-7pm	10am-6pm	10am-6pm	10am-6pm
Tuesday	6:30am-8pm	6:30am-8pm	6:30am-7pm	6:30am-6pm	6:30am-6pm	6:30am-6pm
Wednesday	9am-8pm	9am-8pm	10am-7pm	10am-6pm	10am-6pm	10am-6pm
Thursday	6:30am-8pm	6:30am-8pm	6:30am-7pm	6:30am-6pm	6:30am-6pm	6:30am-6pm
Friday	9am-5pm	9am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm
Saturday	9am-5pm	9am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm
Sunday	9am-5pm	9am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-5pm

In the event that this Agreement is renewed pursuant to Section 2.1, the first renewal period shall be from **July 1, 2025-June 30, 2027**. The second renewal period shall be from **July 1, 2027-June 30, 2029.**

EXHIBIT "D"

COMPENSATION

The Management Fee shall be an annual fee of One Hundred Forty Five Thousand Dollars ($145,000). The Management Fee shall be paid in equal monthly installments, less the retention funds, described below. The Fixed Management Fee shall be prorated for any partial calendar month occurring during the Management Term.

Retention Funds. The Management Fee shall be paid in equal monthly installments less ten percent (10%) which shall be retained by the City until completion of the True Up Process.

True Up Process.

1) Forty five (45) days following the end of each fiscal year of the Term, City and Manager shall audit the budgeted Aquatic Center expenses and Aquatic Center Expenses. To the extent the Aquatic Center Expenses exceed the budgeted Aquatic Center expenses ("Expense Overage"), Manager's Management Fee shall be reduced by 50% of the Expense Overage. If the Manager's portion of the Expense Overage exceeds the Retention Funds, Manager shall pay the City an amount equal to the Manager's portion of the remaining Expense Overage.

2) Forty five (45) days following the end of each fiscal year of the Term, City and Manager shall audit Aquatic Center Expenses and Gross Revenues. To the extent that Gross Revenues exceed Aquatic Center Expenses excluding the management fee ($145,000), equipment maintenance up to $24,000, and capital expenditures, City will pay Manager 65% of exceeded revenues.

3) City and Manager shall no later than December 31 of each year review all Aquatic Center Expenses and Gross Revenues for the current fiscal year. Should said review demonstrate that the Manager's share of the Expense Overage is reasonably likely to exceed the Retention Funds amount at the end of the fiscal year, the amount retained monthly shall be increased to such percentage to ensure the City shall retain sufficient funds to meet, but not exceed, Manager's projected share of the Expense Overage.

4) Following the True Up at the end of each fiscal year, Manager shall be paid any Retention Funds not applied to the Expense Overage within forty five (45) days of completion of the True Up Process.

In the event that this Agreement is renewed pursuant to Section 2.1, the Management Fee may be adjusted each year at the time of renewal described in Exhibit "C" in accordance with the annual average Consumer Price Index of the prior calendar year, All Urban Consumers, Los Angeles-Riverside-Orange Counties, up to a maximum percentage of five percent (5%).

EXHIBIT "E"

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Premier Aquatic Services LLC
Name of Business

Daniel Berzansky
Print Name

Daniel Berzansky
Signature

5/12/2022
Date

EXHIBIT "F"

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

None

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Aliso Viejo, Orange, CA
City/County/State

5/12/2022
Date

Premier Aquatic Services LLC
Name of Business

Daniel Berzansky
Print Name

Daniel Berzansky
Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND MUST BE SIGNED AND ATTACHED HERETO.

Premier Aquatics Management Contract 3 year term 2022-2025 (002)

Final Audit Report 2022-05-12

Created:	2022-05-12
By:	Lizzy Mendoza (LMendoza@AVCity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8sugahUXrtFEoBPPX8oqwu2RaOxGUc8E

"Premier Aquatics Management Contract 3 year term 2022-2025 (002)" History

Document created by Lizzy Mendoza (LMendoza@AVCity.org)
2022-05-12 - 2:58:05 PM GMT- IP address: 12.27.150.34

Document emailed to Daniel Berzansky (dan@swimoc.com) for signature
2022-05-12 - 3:00:37 PM GMT

Email viewed by Daniel Berzansky (dan@swimoc.com)
2022-05-12 - 4:49:35 PM GMT- IP address: 98.189.231.110

Document e-signed by Daniel Berzansky (dan@swimoc.com)
Signature Date: 2022-05-12 - 4:55:34 PM GMT - Time Source: server- IP address: 98.189.231.110

Agreement completed.
2022-05-12 - 4:55:34 PM GMT

Adobe Acrobat Sign

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: CONTRACT WITH ALL AMERICAN ASPHALT FOR THE FY 22-23 SLURRY SEAL AND REHABILITATION PROJECT

Recommended Actions:

1. Approve Contract Documents, Specifications, and Plans for the FY 22-23 Slurry Seal and Rehabilitation Project;

2. Award a contract in the amount of $1,362,775.83 to All American Asphalt as the lowest responsible bidder for the FY 22-23 Slurry Seal and Rehabilitation Project;

3. Authorize the City Manager to execute a contract with All American Asphalt;

4. Authorize City staff to make total compensation to All American Asphalt up to $1,362,775.83 plus $136,277.58 (10% of the contract amount) to allow for contingencies, totaling $1,499,053.41; and

5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

Fiscal Impact:

Total fiscal impact will be approximately $1,745,053.41 including construction management ($66,000), construction ($1,362,775.83+$180,000.00) and contingency ($136,277.58) and will be funded with SB1 funds. The Moulton Niguel Water District will reimburse the City approximately $326,250 for adjusting their sewer manholes and water valves. The FY 2022-23 Capital Improvement Project budget includes funds for the project

Background:

The City advertised for bids through May 3, 2022 and multiple online plan rooms were used. Eleven contractors requested and received construction documents for the work.

The City received and opened four bids at 2:00 P.M. on May 3, 2022. The total amounts for each of the bids received are as follows:

	Contractor	Base Bid
1.	All American Asphalt	$1,362,775.83
2.	American Asphalt South	$1,478,466.00
3.	Pavement Coatings Co.	$1,489,887.00
4.	Roy Allan Slurry Seal, Inc.	$1,601,657.00

City staff has reviewed the bid from All American Asphalt and the bid appears to be responsive and complete.

This project is exempt from the CEQA process since it is maintaining existing streets.

Discussion:

The engineer's estimate for this base bid work was about $1,350,000. The average bid item costs were comparable to the engineer's estimate.

All American Asphalt recently completed two slurry seal projects between FY 2019-2022. They have also performed similar work in other surrounding cities with favorable references.

An alternate bid item was included in this project to repair the larger cracks in the project that need to be completed prior to the application of the slurry seal. All American Asphalt's price for this work was $232,875. This alternate bid item was rejected since the same work can be completed by the City's street maintenance contractor, PV Maintenance, for a lesser amount. PV Maintenance's price for this work is approximately $180,000.

Staff requests authorization for payments to All American Asphalt up to $1,499,053.41 (10% above the contract amount) to cover for contingencies such as overages on quantities and additional work requested by the City.

The schedule for this project is as follows:

- Advertise for bids — April 14 – May 3, 2022
- Bids due — May 3, 2022
- Council approves award of contract — June 1, 2022
- Notice to Proceed — June 20, 2022
- Start construction — June 20, 2022
- Complete construction (50 working days) — August 20, 2022

Attachments:

1. Contract with All American Asphalt

2. All American Asphalt Submitted Bid

CONTRACT

THIS CONTRACT is made this _____ day of _____, 20_, in the County of Orange, State of California, by and between the City of Aliso Viejo hereinafter called City, and **All American Asphalt**, hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

FY 22-23 Slurry Seal & Rehabilitation Project

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within fifty (50) working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One Million Three Hundred Sixty Two Thousand, Seven Hundred Seven Five Dollars and Eighty Three Cents ($1,362,775.83). Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents. Notwithstanding any other provisions of the Contract Documents, for contracts in excess of $25,000.00, the City Manager may approve additional work not to exceed 10% of the original Contract amount, (**One Hundred Thirty Six Thousand, Two Hundred Seventy Seven Dollars and Fifty Eight Cents ($136,277.58)**), as set forth in this Article 3. Any additional work in excess of this amount shall be approved by the City Council.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of **$500** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees City may deduct that amount from any money due or that may become due

the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Noncollusion Declaration form
Contract
Performance Bond
Payment Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the office of the City Engineer or may be obtained online at http//www.dir.ca.gov/dlsr. and which must be posted at the job site.

ARTICLE 9. DECLARATION OF POLITICAL CONTRIBUTIONS. Prior to the City's approval of this Contract, Contractor shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Contractor and all of Contractor 's employees, including any employee(s) that Contractor intends to assign to perform work on the Project.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ALISO VIEJO

By: _____
David A. Doyle

Attest:

By: _____
Mitzi Ortiz, MMC
City Clerk

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By:_____
Ann Eifert
Department of Financial Services

ALL AMERICAN ASPHALT

By: _____
Mark Leur, President

If Corporation, TWO SIGNATURES, President **OR** Vice President **AND** Secretary OR Treasurer REQUIRED]

By: _____
Michael Farkas, Secretary

_____
Classification of Contractor's License

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Contractor and all of Contractor's employees, including any employee(s) that applicant intends to assign to perform work on the Project:

_____

_____

_____

_____

_____

_____

_____

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

_____ _____
City/County/State Date

_____ _____
Name of Business Print Name

_____
Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE CONTRACT AND MUST BE SIGNED AND ATTACHED HERETO.

END OF CONTRACT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Aliso Viejo (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for **FY 22-23 Slurry Seal & Rehabilitation Project** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated **April 2022**, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect City from loss or damage resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein

shall limit City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if City, when declaring the Contractor in default, notifies Surety of City's objection to Contractor's further participation in the completion of the Project.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
(Corporate Seal) Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PERFORMANCE BOND FORM

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the City of Aliso Viejo (hereinafter designated as "City"), by action taken or a resolution passed _____, 20___ has awarded to _____ _____ hereinafter designated as the "Principal," a contract for the work described as follows: **FY 22-23 Slurry Seal & Rehabilitation Project** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond

and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____

(Corporate Seal) Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate) Title _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PAYMENT BOND FORM

SECTION 00400
BID FORM
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

BID FORM

NAME OF BIDDER: All American Asphalt

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

FY 22-23 Slurry Seal & Rehabilitation Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following UNIT PRICES:

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization	LS	1	75,000.	75,000.
2	Traffic Control	LS	1	36,000	36,000.
3	Public Notices	LS	1	14,000	14,000
4	Micro-Milling (Variable Edge Grind - 5' Wide)	LF	100,000	1.16	116,000.
5	Type II Emulsion Aggregate Slurry	ELT	1,900	245.	465,500.
6	Pnuematic Roller	LS	1	22,000.	22,000.
7	Street Sweeping	LS	1	41,000.	41,000.
8	4" Double Yellow Solid, Thermoplastic	LF	38,000	0.80	30,400.
9	4" Two Way Left Turn Yellow Skip, Thermoplastic	LF	11,000	1.04	11,440.
10	12" Yellow Solid, Thermoplastic	LF	1,300	2.32	3,016.00
11	8" White Solid, Thermoplastic	LF	12,000	1.04	12,480.
12	4" White Solid, Thermoplastic	LF	6,000	0.69	4,140.
13	4" White Skip, Thermoplastic	LF	18,000	0.41	7,380.00
14	12" Solid White, Thermoplastic	LF	7,000	2.32	16,240
15	Ladder Crosswalk White, Thermoplastic	EA	2	694.68	1,389.36

SECTION 00400
BID FORM
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

16	Letters, Thermoplastic	EA	372	34.73	12,919.56
17	Arrows, Thermoplastic	EA	135	81.05	10,941.75
18	Raised Pavement Markers	LS	1.00	9,917.74	9,917.74
19	Remove existing striping, markings, and RPM	LS	1	28,661.42	28,661.42
20	Adjust WV to Finished Grade	EA	568	450.	255,600.
21	Adjust Sewer MH to Finished Grade	EA	157	450	70,650.
22	Adjust Storm Drain MH to Finished Grade	EA	50	450	22,500.
23	WPCP	LS	1	9,600.	9,600.
24	Crack Sealing	LS	1	86,000.	86,000

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

$ 1362,775.83
Total Bid Price in Numbers

One Million Three Hundred Sixty Two Thousand Seven Hundred Seventy Five dollars and Eight Three cents
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

SECTION 00400
BID FORM
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

ALTERNATE BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1A	Sawcut and Remove Full Depth of Existing AC and Base 8"	SF	16,000	6.	96,000.
2A	Sawcut and Remove Full Depth of Existing AC and Base 10"	SF	1,500	7.25	10,875.
3A	AC Base Course	Tons	900	140.	126,000.

The undersigned agrees that this Bid Form constitutes a firm offer to City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 267073, Expiration Date 01/31/2024, class of license A, DIR Public Works Contractor Registration No. 1000001051. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. None

Addenda No. _____

Addenda No. _____

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.

2. Attached is the fully executed Noncollusion Declaration form.

3. Attached is the completed Designation of Subcontractors form.

4. Attached is the completed Bidder Information Form.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **267073** Entity CORP

Business Name ALL AMERICAN ASPHALT

Classification(s) A C12

Expiration Date 01/31/2024 www.cslb.ca.gov

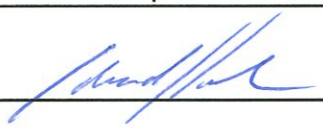
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

6. The completed Iran Contracting Act Certification form.

7. The completed Public Works Contractor Registration Certification form.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder All American Asphalt

Signature 

Name and Title Edward J. Carlson, Vice President

Dated 4/28/2022

END OF BID FORM

ALL AMERICAN ASPHALT
AN EQUAL OPPORTUNITY EMPLOYER

ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES
T 951-736-7600 F 951-739-4671
P.O. BOX 2229, CORONA, CA 92878-2229
CONTRACTORS LICENSE #267073 AC12
DIR #1000001051

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on January 3, 2022 authorizes Edward J. Carlson to execute contracts and agreements on behalf of the Company in the capacity of Vice President.

Michael Farkas, Secretary

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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

Name of Bidder: All American Asphalt

Signature: 

Name: Edward J. Carlson

Title: Vice President

Dated: 4/28/22

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00410
BID BOND
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

BID BOND

The makers of this bond are All American Asphalt, as Principal, and Fidelity and Deposit Company of Maryland, as Surety and are held and firmly bound unto the City of Aliso Viejo, hereinafter called City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated May 3, 2022, for **FY 22-23 Slurry Seal & Rehabilitation Project**.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by City and judgment is recovered, the Surety shall pay all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 27th day of April, 2022, the name and corporate seal of each corporation.

(Corporate Seal)

All American Asphalt
Contractor/ Principal

By _____
Title Edward J. Carlson, VP

Fidelity and Deposit Company of Maryland
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Rebecca Haas-Bates, Attorney-in-Fact

5CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

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

State of California

County of Riverside

On April 28, 2022 (Date) before me, B. Royster, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (Name(s) of Signer(s)),

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

B. ROYSTER
Notary Public - California
Riverside County
Commission # 2260352
My Comm. Expires Oct 26, 2022

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond – City of Aliso Viejo

Document Date: April 27, 2022 Number of Pages: 5

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Edward J. Carlson
□ Individual
X Corporate Officer – Title(s): Vice President
□ Partner □ □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Other: _____
Signer is Representing:
All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
□ Individual
□ Corporate Officer – Title(s): _____
□ Partner □ □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Other: _____
Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

** Please See Attached **

SECTION 00410
BID BOND
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

SECTION 00410
BID BOND
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF BID BOND FORM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On 04/27/2022 before me, Alma Karen Hernandez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

ALMA KAREN HERNANDEZ
Notary Public - California
Orange County
Commission # 2390908
My Comm. Expires Jan 16, 2026

Signature Alma Karen Hernandez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 04/27/2022
Number of Pages: Three(3) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Fidelity and Deposit Company of Maryland	Signer Is Representing:

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of April, 2022.



Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

SECTION 00420
NONCOLLUSION DECLARATION
FY 22-23SLURRY SEAL & REHABILITATION PROJECT

NONCOLLUSION DECLARATION

The undersigned declares:

I am the Vice President of All American Asphalt, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 28, 2022 [date], at Corona [city], California [state].

Name of Bidder All American Asphalt

Signature 

Name Edward J. Carlson

Title Vice President

Dated April 28, 2022

END OF NONCOLLUSION DECLARATION

2CALIFORNIA JURAT

GOV CODE § 8202

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 Riverside

Subscribed and sworn to (or affirmed) before me on this 28th (Date) day of April (Month), 2022,

By (1) Edward J. Carlson (Name of Signer),

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

B. ROYSTER
Notary Public - California
Riverside County
Commission # 2260352
My Comm. Expires Oct 26, 2022

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Noncollusion Declaration

Document Date: 4-28-2022 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER	RIGHT THUMBPRINT OF SIGNER
Top of thumb here	Top of thumb here

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: All American Asphalt

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 400 East Sixth Street, Corona, CA 92879

951-736-7646	951-736-7600	publicworks@allamericanasphalt.com
Facsimile Number	Telephone Number	Email Address

4.0 How many years has Bidder's organization been in business as a Contractor? 52

5.0 How many years has Bidder's organization been in business under its present name? 52

5.1 Under what other or former names has Bidder's organization operated?: **N/A**

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 05/26/1969

6.2 State of Incorporation: California

6.3 President's Name: Mark Luer

6.4 Vice-President's Name(s): Edward J. Carlson

6.5 Secretary's Name: Michael Farkas

6.6 Treasurer's Name: Michael Farkas

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: **N/A**

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Paving, Grinding, Concrete, Grinding, Utility Adjustment, Slurry Seal, Paving Fabric

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

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CONTRACTOR INFORMATION AND EXPERIENCE FORM
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

14.0 List Trade References:

San Joaquin Refinery Dept. 0761, Losa Angeles, CA 90084; 661-327-4257

Robertson; PO Box 3600, Corona, CA 92878; (951)-685-2200

Johnson Machinery; 800 E. La Cadena Drive, Riverside, CA 92502; (951) 686-4560

15.0 List Bank References (Bank and Branch Address):

Citizen Business Bank

12808 Central Ave, Chino, CA 91710

16.0 Name of Bonding Company and Name and Address of Agent:

Broker Surety: Fidelity and Deposit Company of Maryland

777 S. Figueroa St. #3900, Los Angeles, CA 90017

Foundation Risk Partners, Corp. dba Millennium Risk Management and Insurance Services

5530 Trabuco Rd., City of Irvine, CA 92620; Phone: (949) 857-4500

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
SEE ATTACHED BACKLOG			

Job No.#	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement
26358	12/5/2013	County of Orange/Sukut	La Pata Gap Closure	$ 9,333,052.86	117,000			2 Years	Brett	Art		99.0%	5/22/2014							
27216	7/15/2015	Hardy & Harper	Elysian Rreservoir Improvements Project	$ 712,675.00	0	0	Day		Cody	Randy		99.0%								
27296	7/1/2015	City of Inglewood	Century Blvd, Mobility Improvement Project	$ 18,118,000.00	15,622	12,142	Day & Nite	400 Working	Ron	Jim		99.0%	8/4/2015		8/5/2015					
27605	1/4/2016	Five Point Communites	Alton Parkway from Barranca to Technology	$ 2,414,828.13	6,000	1,000	Day	120	Michele	Rick		99.0%								
27632	1/1/2016	Five Point Communites	Ridge Valley & Cadence	$ 779,916.00	4,585	650	Day	50	Michele	Rick		99.0%								
27725	2/2/2016	Five Point Communites	D4 Goup 2	$ 1,378,087.00	6,500	500	Day	60 Days	Michele	Rick		99.0%								
27819	10/15/2015	Atkinson	07-1193U4, Route 10	$ 9,349,470.14	135,000	0	Night	5 Years	Brett	Art		80.0%								
27946	3/10/2016	Chino Development Corp.	Tr. 18480 Street Improvements	$ 1,646,289.00	4,000	1,000	Day	90 Working	Miguel	Jerry		99.0%								
28017	4/25/2016	Five Point Communites	District 4 Area 3 & Pusan	$ 1,192,000.00	7,000	1,200	Day	75 Days	Michele	Rick		99.0%								
28165	9/15/2015	City of Industry	Industry Business Center Roadway	$ 18,784,000.00	9,410	14,059	Day	250 Working	Ron	Jim		99.0%	9/15/2015		9/22/2015					
28199	7/1/2016	Chino Preserve Development	Tr. 19936/19935/19953/18480	$ 831,551.40	2,500	600	Day	8 DayP	Miguel	Jerry		99.0%								
28287	9/14/2016	Foremost Companies	Temescal Canyon Rd & El Hermano - Corona	$ 2,232,659.00	8,500	1,000	Day	95 Days	Michele	Jerry		99.0%								
28313	9/14/2016	Calatlantic Group	Heritage Lakes Dr & Mccall Blvd - Menifee	$ 990,249.92	5,888	500	Day	60 Days	Michele	Jerry		99.0%								
28338	5/11/2016	City of Los Angeles	My FIG Project-Figueroa Corridor Streetscape Improver	$ 11,806,000.00	3,671	1,542	Day	200 Working	Gordon	Doug		99.0%	8/4/2016		8/10/2016					
28485	10/1/2016	SL Ontario	Park Place II	$ 995,212.26	3,500	500	Day	120 Working Days	Miguel	Jim		99.0%								
28617	10/12/2016	City of Norwalk	Rehabilitation of Alondra Boulevard from Studebaker R	$ 686,686.00	5,222	172	Day	60 Working Days	Jerry	Rick		99.0%					5/13/2019			
28639	10/14/2016	ICDC	Orchard Hills Backbone	$ 2,220,000.00	14,000		Day	120 Working Days	Miguel	Rick		99.0%								
28671	8/9/2016	Powell Constructors	12-0M4904 Route 5	$ 343,872.50	4,440	0	Day/Night	325 Working Days	Brett	Art		99.0%								
28696	12/1/2016	Foremost Companies	Terramor Intract	$ 1,815,000.00	6,000	650	Day	95 Days	Michele	Jerry		99.0%								
28734	1/1/2017	Five Point Communites	Barranca from Alton to Marine Way	$ 2,609,295.00	4,000	500	Day	90 Days	Michele	Rick		99.0%								
28901	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 452,169.88	2,650	7,000	Day	240 Working Days	Miguel	Rick		99.0%								
28902	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 947,322.65	2,505		Day		Miguel	Rick		99.0%								
28903	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 443,778.75	2,100		Day		Miguel	Rick		99.0%								
28904	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 638,421.48	1,510		Day		Miguel	Rick		99.0%								
28905	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 693,366.70	1,180		Day		Miguel	Rick		99.0%								
28906	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 484,920.25	2,100		Day		Miguel	Rick		99.0%								
29040	4/14/2017	Landsea Holdings	Tr. 15353 Street Improvements	$ 1,564,980.10	9,500	800	Day	N/A	Miguel	Rick		99.0%								
29050	4/14/2017	Lewis-Hillwood	Renissance & Linden Street Improvements	$ 4,630,000.00	25,000	4,000	Day	180 Working Days	Miguel	Jim		99.0%								
29062	4/1/2017	City of Long Beach	Annual Street Improvements R-7084	$ 30,000,000.00	75,000	5,000	Day	365 Days	Jerry	Jorge		99.0%								
29082	4/11/2017	City of Costa Mesa	Tewinkle Park Parking Lot Improvements	$ 450,002.50	390	176	Day	18 Working Days	Maurice	Rick		99.0%								
29175	5/2/2017	Lewis Operating	Meridian Street Improvements	$ 5,277,277.00	40,000	3,000	Day	N/A	Miguel	John W		99.0%								
29295	3/22/2017	Guy F. Atkinson	07-252624 Route 5	$ 4,600,000.00	46,300		Day	520 Working Days	Gordon	Art		99.0%	5/8/2018		5/9/2018	Fed Ex				
29328	11/8/2016	Sukut Construction	Olinda Alpha Landfill	$ 1,269,635.00	6,500	0	Day	240 Working Days	Miguel	Rick		99.0%	7/3/2017	5/4/2017	7/11/2017	Fedex				
29333	9/13/2016	Los Angeles	Burbank Blvd & Hayvenhurst	$ 1,397,636.00	40	430	Day	595 Calendar Days	Gordon	John M		99.0%	6/20/2017	6/2/2017	6/20/2017		6/20/2017	7/11/2017	7/12/2017	
29342	7/17/2017	Parkwest Rescom	D4 MBB	$ 185,375.00		200	Day	30 Days	Michele	Rick		99.0%								
29349	7/14/2017	Pardee Homes	Menifee Heights	$ 3,609,257.00	24,170	2,400	Day	120 Days	Michele	John W		99.0%								
29403	6/5/2017	Speiker Development	Reata Glen	$ 1,608,291.00	12,200	0	Day	120 Days	Michele	Rick		99.0%	8/30/2017		9/8/2017	Emailed				
29442	8/29/2017	Hardy & Harper	Upper Stone Reservoir	$ 27,260.00			Day		Cody	Randy		99.0%								
29463	7/1/2017	SL Ontario	AC Cap McCleve Way	$ 73,700.00	1,100		Day		Miguel	Jim		99.0%	8/3/2017		8/3/2017	Emailed				
29464	7/6/2017	Christopher Development	Tr. 18998 Park Place 2	$ 153,578.80	1,100	160	Day	90 Working Days	Miguel	Jim		99.0%	8/10/2017		8/11/2017	Docusign				
29517	7/1/2017	Lewis Operating	ADA Ramp Replacement	$ 75,800.00		250	Day	N/A	Miguel	Jerry		99.0%	7/3/2017		8/25/2017	FedEx				
29518	7/18/2017	SL Ontario	Park Place Ph 2 St Improvements	$ 800,965.90	4,400	600	Day	120 Working Days	Miguel	Jim		99.0%	8/24/2017		8/25/2017	Emailed				
29520	7/18/2017	Lewis Operating	Pine Ave. Street Improvements	$ 1,742,442.90	5,000	500	Day/Night	120 Working Days	Miguel	Jerry		92.0%	8/11/2017		8/29/2017	FedEx				
29593	9/14/2017	ICDC	Los Olivos PA-39 Off-Site Improvements	$ 3,236,106.16	2,405		Day		Miguel	Rick		99.0%	9/22/2017				9/19/2017			
29683	6/6/2017	Riverside Const.-City of Corona	Cajaico / I-15 Interchange Improvement	$ 3,149,197.50	45,500	0	Day & Nite	496 Working Days	Gordon	Art		99.0%	7/17/2017		7/21/2017	Fed Ex				
29684	9/6/2017	Department of Transportation	Route 39	$ 5,871,030.00	32,300	600	Night	270 Working Days	Jim	Doug		99.0%								
29708	9/27/2017	County of Riverside Trans. Dept.	Gilman Springs Road and SH-79 Northbound Ramps	$ 589,540.00	930	30	Day	35 Working Days	Maurice	John W		99.0%	12/21/2017	9/27/2017	10/18/2017	FedEx	4/5/2018		12/21/2017	
29744	10/30/2017	Hardy & Harper	Cedar Street & Reed Lane	$ 12,880.00			Day		Cody	Randy		99.0%								
29797	10/13/2017	Suffolk Construction	Flight Avenue	$ 2,781,175.00	10,000		Day	N/A	Miguel	Doug		99.0%								
29831	12/18/2017	Brightview Landscape	D4 Streetscape	$ 133,722.00		250	Day	20 Days	Michele	Rick		99.0%					1/2/2018			
29864	10/30/2017	Lennar Homes	San Savaine Improvements - Fontana	$ 508,951.00	2,275		Day	40 Working Days	Michele	Jim		99.0%	11/29/2017				12/1?			
29891	11/2/2016	OHL	OC 405 Partners	$ 32,330,151.81	373,000		Day		Brett	Doug		66.0%								
29897	11/6/2017	City of Industry	Baldwin Park Boulevard and Amar Road Guardrail	$ 170,611.00	160	57	Day	30 Calendar Days	Edward	Jim		99.0%	12/6/2017	12/1/2017	12/11/2017	FedEx	1/11/2018	1/5/2018	1/10/2018	
29922	11/9/2017	City of Moreno Valley	Alessandro Blvd. Street Improvements	$ 445,821.50	151	58	Day	110 Working Days	Edward	John W		99.0%	2/23/2018	2/23/2018	2/27/2018	FedEx		3/12/2018	3/14/2018	
29926	1/1/2018	Brandywine Homes	Riverdale	$ 813,159.00	1,200	750	Day	60 Days	Michele	Jorge		99.0%					1/8/2018			
29946	11/30/2017	City of Yucaipa	5th Street Improvements Program	$ 962,888.00	1,040	580	Day	90 Working Days	Maurice	John W		99.0%	12/7/2017	12/7/2017	12/8/2017	FedEx				
29948	1/1/2018	KB Homes	Archibald - Eucalyptus to Parkview	$ 297,052.00	640	200	Day	30 Days	Michele	Jim		99.0%								
29961	10/19/2017	ICDC	Portola Springs PA-6 Access Road	$ 959,000.00	2,500	120	Day	90	Miguel	Rick		99.0%								
29974	12/6/2017	City of Coachella	Active Transportation Cycle #1	$ 1,354,516.00	1,960	180	Day	130 Calender Days	Maurice	John W		99.0%	1/29/2018	12/18/2017	1/4/2018	FedEx	1/23/2018			
29997	1/18/2018	Foremost Companies	Deerlake	$ 2,139,646.00	13,000	1,500	Day	60 Days	Michele	Jorge		99.0%								
30022	1/24/2018	County of Riverside Trans. Dept.	Alessandro Blvd Eastbound Bike Lane Improvements	$ 1,609,342.55	8,394	30	Day/Night	63 Calander Days	Edward	John W		99.0%	4/12/2018	4/19/2018				4/30/2018		
30079	12/13/2017	Peterson Chase	07-307804 Cold Plane, HMA, JPCP, & Upgrade ADA F	$ 400,013.00	3,010	0	Night	80 Working Days	Edward	Art		99.0%	2/14/2018	2/9/2018				2/12/2017	2/16/2018	
30095	1/30/2018	Dennis Lorton & Associates	7403 La Tijera Blvd Street Improvements	$ 60,582.20	300	0	Day	1 Working Day	Maurice	Art		99.0%								
30096	2/8/2018	SL Ontario	Eucalyptus Street Improvements	$ 1,580,580.00	11,000	600	Day	120 Working Days	Miguel	Jim		99.0%								
30100	2/8/2018	SL Ontario	Merril Avenue Street Improvements	$ 1,112,085.00	4,000	250	Day	90 Working Days	Miguel	Jim		99.0%								
30126	5/7/2018	City of Long Beach	Runway 12-30 Rehabilitation	$ 1,820,438.00	5,900	0	Day & Nite	60 Calendar Days	Gordon	Doug		99.0%	6/8/2018		6/8/2018	Fed Ex				
30134	3/6/2018	LACDPW	Pine Canyon Road	$ 3,288,999.00	13,261	0	Day	60 Working Days	Edward	Jim		99.0%	4/17/2018		4/24/2018	FedEx		5/7/2018	5/15/2018	
30166	3/15/2018	City of Irwindale	2017/2018 Resurfacing Project	$ 285,503.10	2,500	25	Day	30 Working Days	Edward	Jim		99.0%	4/6/2018	4/3/2018				5/1/2018		
30170	1/30/2018	GMC Engineering	Francis/Turner Street Improvements	$ 16,021.00	0	0	Day	1 Working Day	Maurice	Darren		99.0%								
30178	3/21/2018	Caltrans	(12-0Q7704) Route 91 Ramp Rehabilitation	$ 974,781.35	4,920	6	Night	40 Working Days	Edward	Doug		99.0%	4/9/2018	4/9/2018	4/17/2018	GSO				
30185	3/22/2018	Beador Construction	San Gabriel River Bike Path Gap Long Beach	$ 63,360.00	660	0	Day	30 Working Days	Jerry	Jorge		0.0%								
30186	1/30/2018	Flatiron West, Inc.	07-202124, Route 710	$ 499,025.00	3,447	0	Night	1250 Working Day	Jim	Art		99.0%								
30198	12/18/2017	The New Home Company	Bedford	$ 1,214,417.00	4,500	1,000	Day	80 Days	Michele	John W		99.0%					1/1/2018			
30229	4/5/2018	Caltrans	07-3009U4 Route 110	$ 29,757,315.00	62,600		Night	610 Working Days	Jim	Doug		99.0%	4/6/2018	4/6/2018	4/13/2018	GSO				
30240	2/15/2018	Meridian Parkway	Barton Road Street Improvements	$ 1,492,622.00	8,000	400	Day	120 Working Days	Miguel	John W		99.0%								
30243	4/10/2018	City of Santa Clarita	Soledad Canyon Road Ruether	$ 167,766.00	169	35	Night	15 Working Days	Maurice	John M		99.0%	6/13/2018	6/13/2018	6/19/2018	FedEx	6/20/2018			
30262	4/17/2018	City of West Covina	Residential Street Rehabilitation at Various Locations	$ 427,770.00	2,600	10	Day	40 Working Days	Cody	Jim		99.0%	5/15/2018	5/15/2018	6/11/2018	FedEx				
30265	3/27/2018	Department of Transportation	Route 5 12-0Q7604	$ 8,330,362.00	58,550	0	Night	180 Working Days	Jim	Rick		99.0%								
30268	3/7/2018	Chino Development Corp.	Pine Avenue Improvements Stages 1 & 2	$ 3,685,159.70	9,000	400	Day	160 Working Days	Miguel	Jerry		92.0%	4/6/2018							
30269	4/4/2018	Chino Development Corp.	Tract 19994 Block 4	$ 3,360,000.00	11,000	1,500	Day	120 Working Days	Miguel	Jerry		94.0%	4/13/2018							
30280	3/13/2018	Brightview Landscape	Los Olivos	$ 322,326.00		500	Day	30 Working Days	Michele	Rick		99.0%	4/19/2018	4/24/2018			Mid May			
30298	1/31/2018	Peterson Chase	Route 110; 07-2975U4	$ 22,742.00	38	0	Night	730 Working Day	Jim	Art		99.0%								
30300	4/26/2018	City of Simi Valley	FY 2017-18 Annual Major Streets	$ 1,517,770.00	8,000	200	Day	40 Working Days	Cody	John M		99.0%	5/18/2018	5/18/2018	6/1/2018	FedEx				
30315	4/20/2018	City of Santa Clarita	Creekside Road Raised Crosswalks	$ 321,690.30	22	70	Night	30 Working Days	Greg	John M		99.0%								
30319	4/10/2018	Riverrock Real Estate Group	Centerstone Plaza	$ 518,750.00	3,640	0	Day	15 Working Days	Maurice	Randy		99.0%								
30339	4/30/2018	Lennar Homes	La Palma	$ 1,072,000.00	1,200		Day	90 Days	Michele	Rick		95.0%					May 15th			
30347	5/14/2018	Lennar Homes	Euclid Avenue Improvements	$ 958,430.00	1,800		Day	90 Days	Michele	Jim		65.0%					6/28/2018			
30348	5/2/2018	City of Indian Wells	Cook Street Rubberized Pavement Overlay/	$ 599,599.59	3,780	20	Day	45 Working Days	Maurice	John W		99.0%	5/24/2018	5/23/2018	5/31/2018	FedEx	ac			
30367	5/14/2018	City of Hermosa Beach	Hermosa Avenue Pavement Resurfacing Project	$ 2,160,864.46	7,660	562	Day	60 Working Days	Edward	John M		99.0%	6/26/2018	6/26/2018						
30374	5/17/2018	City of Rolling Hills Estates	Resurfacing Project On Various City Streets FY 2018	$ 978,788.00	6,050	60	Day/Night	50 Working Days	Maurice	John M		99.0%	6/19/2018	6/19/2018	7/12/2018	FedEx				
30394	5/22/2018	City of San Jacinto	Esplanade Ave Street Improvement (SJ-393)	$ 381,410.00	2,600	72	Day	30 Calander Days	Edward	John W		99.0%	6/19/2018	6/19/2018						
30410	5/29/2018	City of Paramount	Paramount Blvd. -Artenal Street Resurfacing	$ 837,770.00	2,400	300	Day	35 Working Days	Cody	Rick		99.0%	6/25/2018	6/20/2018	7/5/2018	FedEx				
30417	5/31/2018	Department of Transportation	Route 15 (08-1H0904)	$ 786,170.30	940	235	Day/Night	35 Working Days	Edward	Jerry		99.0%	6/12/2018	6/11/2018					7/25/2018	
30425	6/4/2018	Dennig Lorton and Associate	Rodeo Drive Grind and Overlay	$ 20,900.00	20	0	Night	1 Working Day	Maurice	Art		99.0%								
30429	6/5/2018	City of Yorba Linda	2018 Parking Lot Rehabilitation & ADA Improvements	$ 436,735.00	666	40	Day	45 Working Days	Greg	Rick		99.0%	615/2018	6/15/2018	6/20/2018	Fedex				
30440	6/7/2018	City of Calabasas	2018 Street Resurfacing Project No. 17-18-06	$ 567,764.00	1,810	20	Day	30 Working Days	Maurice	John M		99.0%	7/3/2018	7/3/2018	7/10/2018	FedEx	8/6/2018			
30441	5/29/2018	Pomona Unified School District	Intersection Improvements at Diamond Ranch High	$ 274,103.00	150	70	Day	37 Calendar Days	Greg	Jim		99.0%	6/14/2018	6/14/2018	6/19/2018	Fedex				
30443	6/5/2018	Cathedral City	Dinah Shore Drive & Date Palm Improvement	$ 2,023,923.00	8,111	1,470	Day	45 Working Days	Maurice	John W		99.0%	6/13/2018	6/13/2018	6/25/2018	FedEx				
30454	5/29/2018	City of Highland	Pavement Rehabilitation (Bid No. 2018-04)	$ 1,710,300.00	11,320	25	Day	75 Working Days	Maurice	John W		99.0%	6/14/2018	6/13/2018	6/25/2018	FedEx	7/9/2018			
30463	6/7/2018	REDA (Perris Gateway)	Harley Knox Improvements	$ 3,820,847.00	8,500	1,500	Day	250 Working Days	Michele	John W		99.0%					6/25?			
30474	6/12/2018	City of Yucaipa	Acacia Avenue, California Street, 1st Street and Alley	$ 349,895.00	638	300	Day	40 Working Days	Greg	John W		99.0%	7/6/2018	7/6/2018	7/17/2018	Fedex				
30475	6/14/2018	City of Jurupa Valley	Safe Routes to Schools	$ 884,158.00	260	560	Day	40 Working Days	Greg	John W		99.0%	7/10/2018	7/10/2018	7/13/2018	Fedex				
30481	6/5/2018	DR Horton	Singleton Rd - Calimesa	$ 1,684,585.00	4,300	600	Day	60 Working Days	Michele	John W		99.0%					August?			
30486	6/19/2018	City of San Dimas	San Dimas Avenue E1 AL Pavement Rehabilitation	$ 1,627,965.00	9,620	230	Day	60 Working Days	Maurice	Jim		99.0%	6/27/2018	6/27/2018	7/12/2018	FedEx				
30518	5/22/2018	City of Santa Fe Springs	N. Residential St. Improvements	$ 409,877.00	1,070	225	Day	30 Working Days	Maurice	Rick		99.0%	7/2/2018	7/2/2018	7/24/2018	FedEx	8/8/2018			
30535	1/23/2018	OHL	Route 110, 405 07-293704	$ 186,368.00	1,340		Night	700 Working Days	Jim	Art		99.0%	4/24/2018	4/23/2018	5/1/2018	FEDEX				
30571	7/12/2018	Town of Apple Valley	Apple Valley Village Accessibilty	$ 484,565.00	1,640	360	Day	40 Working Days	Maurice	Jim		99.0%	7/12/2018							
30573	7/17/2018	City of Norwalk	Local Street Rehabilitation (Project No. 7919)	$ 1,747,202.00	11,400	700	Day	80 Working Days	Edward	Rick		99.0%	8/10/2018	8/8/2018	8/15/2018	FedEx				
30576	7/17/2018	City of Fontana	Citrus Avenue from Santa Ana Avenue to Slover	$ 502,703.00	552	340	Day	35 Working Days	Greg	Jim		99.0%								
30579	7/5/2018	Lennar Homes	Heritage Tract 34408-3	$ 1,199,903.70	5,245	1,200	Day	40 Working Days	Michele	John W		99.0%	10/12/2018		10/12/2018					
30580	7/9/2018	City of Lynwood	Olanda Street Improvement (Project No. 4011.67.908)	$ 260,975.94	558	140	Day	45 Working Days	Edward	John M		99.0%	7/26/2018	7/26/2018	8/7/2018	FedEx				
30581	5/24/2018	ICDC	Portola Springs PA-6 Enclave 5B Phase 1 and 2	$ 2,055,055.00	10,000	2,340	Day	120 Working Days	Miguel	Rick		99.0%			7/11/2018					
30587	2/4/2018	OHL, USA	Route 91,105,110,405 07-286704	$ 408,570.00	1,860		Night	250 Working Days	Jim	Art		99.0%								
30594	3/14/2018	Ortiz Enterprises Inc.	OSO Parkway Bridge - FD2 - County of Orange	$ 2,157,960.00	28,235	0	Night	534 Working Days	Gordon	Art		99.0%	6/6/2018		6/20/2018	FedEx				

Job No.#	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement
30595	5/2/2018	Atkinson	Limonite & I-15 - County of Riverside	$ 2,668,098.00	31,582	0	Day/Night	356 Working Days	Gordon	Art		99.0%	9/13/2018		9/18/2018	FedEx				
30609	7/26/2018	City of Malibu	2017-18 Street Maintenance Project	$ 654,979.86	1,867	0	Day	45 Working Days	Edward	John M		99.0%	8/6/2018	8/3/2018	8/10/2018	FedEx				
30637	8/1/2018	City of Lynwood	Olanda Street & Virginia Ave Improvement Project	$ 1,539,949.00	1,100	607	Day	70 Working Days	Edward	John M		99.0%	8/20/2018	8/20/2018						
30658	5/23/2018	County of Orange	John Wayne Airport	$ 3,668,233.00	5,000	100	Day	365 Working Days	Jim	Doug		99.0%	7/16/2018	7/16/2018	7/23/2018	Drop Off				
30663	7/23/2018	Lewis Management	The Resort	$ 4,061,059.00	12,000	2,000	Day	120 Working Days	Miguel	Jim		99.0%								
30674	8/9/2018	City of Westlake Village	Joint City Pavement Rehab. FY 18-19	$ 2,350,700.00	9,100	325	Day	75 Working Days	Cody	John M		99.0%	8/20/2018	8/16/2018	8/29/2018	FedEx				
30675	8/9/2018	City of Lynwood	Duncan Ave Street Improvements (4011.67.907)	$ 1,137,855.78	1,600	544	Day	70 Working Days	Edward	John M		99.0%	8/31/2018	8/29/2018	9/10/2018	FedEx				
30685	6/1/2018	City of Orange	JOC - HCA Parking Lot	$ 441,904.00	2,550	30	Day	20 Working Days	Gordon	Rick		99.0%	8/10/2018	5/9/2018	8/10/2018	Emailed	5/9/2018		8/17/2018	
30695	8/16/2018	C.S. Legacy	Wells Arlanza Sidewalk Improvements	$ 25,300.00	220	0	Day	1 Working Day	Maurice	Art		99.0%								
30701	8/17/2018	Lennar Homes	Heritage Lakes 6	$ 796,000.00	3,500		Day	45 Days	Michele	John W		99.0%					Mid Sept			
30702	8/24/2018	Skanska	Skanska Front Entry	$ 106,078.50	160	225	Day	2 Working Days	Maurice	Todd		99.0%								
30709	9/17/2018	KIP Inc	Forterra	$ 195,000.00	775	100	Day	30 Working Days	Michele	John W		0.0%					10/1/2018			
30713	8/1/2018	City of Riverside	2017/2018 Arterial and Minor Street Maintenance	$ 7,489,107.00	22,800	2,178	Day	140 Working Days	Jim	John W		99.0%								
30738	4/25/2018	California Professional Engineering	2016-03_ Slurry Traffic Signal@Green River&Montana	$ 93,387.00	5	45	Day	45 Working Days	Edward	John W		99.0%								
30741	8/22/2018	City of San Clemente	Slurry Seal for Camino de Estrella Project No.	$ 999,259.15	0	3	Day		Brian A	Rick		99.0%	8/22/2018	8/22/2018	8/30/2018	FedEx	9/13/2018			
30745	8/23/2018	County of San Bernardino	Cherry Avenue and Andel Drive	$ 5,442,912.00	43,000	40	Day	180 Working Days	Jim	Jim		99.0%	8/27/2018		8/29/2018	Jessika				
30748	9/4/2018	City of Loma Linda	Pavement Rehabilitation at Various Locations (CIP#18-	$ 419,966.15	2,950	63	Day	30 Working Days	Edward	John W		99.0%	9/21/2018	9/18/2018						
30758	8/23/2018	County of Riverside Purchasing an	Triple Crown Road/Fire Station 54 Road Paving	$ 95,645.00	240	40	Day	15 Working Days	Greg	John W		99.0%								
30766	4/25/2018	Atkinson	Scott Road & I-215 - County of Riverside	$ 3,281,677.50	35,435	0	Day/Night	360 Working Days	Gordon	Art		99.0%	9/6/2018		9/12/2018	FedEx				
30767	6/1/2018	City of Inglewood	North La Brea Avenue Improvement	$ 4,540,992.00	8,850	707	Day	150 Working Days	Gordon	John M		99.0%	8/2/2018	7/11/2018	8/15/2018	FedEx		9/17/2018	9/19/2018	
30779	9/13/2018	City of Norco	Second St Widening st I-15 Inter	$ 353,294.00	115	47	Day	45 Working Days	Edward	Jerry		99.0%	10/22/2018	10/22/2018	10/26/2018	FedEx				
30780	8/17/2018	Martin Harris Construction	Santa Fe Swap Meet	$ 379,000.00	250		Day	30 days	Michele	Rick		99.0%	11/5/2018		1/2/2019	FedEx				
30787	8/22/2018	Riverside Transportation Departme	La Sierra Avenue	$ 2,008,439.00	10,105	0	Day	30 Working Days	Jim	John W		99.0%								
30809	9/17/2018	Five Point Communities	OCGP Sports Park Access Rd	$ 642,341.00	300	200	Day	30 Working Days	Michele	Rick		99.0%					10/1/2018			
30814	10/10/2018	Brightview Landscape	Chinon Trail Improvements	$ 389,737.00	1	1,000	Day	30 days	Michele	Rick		99.0%	10/29/2018		11/15/2018		10/22/2018			
30817	9/12/2018	City of San Bernardino	Infill Housing-Sidewalk and Street Improvements	$ 1,423,875.00	3,000	2,000	Day	60 Working Days	Maurice	Jim		99.0%	11/8/2018	10/30/2018	11/9/2018	FedEx			11/21/2018	
30819	9/25/2018	LACSD	Fill Below Grade Portions of Rail Spurs at Puente Hills	$ 246,670.00	1,600		Day	45 Working Days	Maurice	Art		99.0%		10/16/2018	10/19/2018		FedEx			
30823	9/12/2018	County of Orange	Rossmoor Phase 1C - Crackseal and AC Repairs JOC	$ 1,197,842.28	7,882	0	Day	45 Working Days	Gordon	Rick		99.0%	8/10/2018		8/10/2018	Emailed				
30830	10/10/2018	Leatherwood Construction	D5 Reach B East	$ 178,705.00	850		Day	20 Days	Michele	Rick		99.0%					11/1/2018			
30837	10/10/2018	Alston Construction	Almond & Jurupa	$ 78,400.00	250		Day	15 Days	Michele	Jim		99.0%					3/1/2019			
30840	9/18/2018	City of Santa Fe Springs	Florence Street Rehabilitation (Norwalk Blvd to	$ 973,887.00	6,600	120	Day	35 Working Days	Maurice	Rick		99.0%	10/25/2018	10/12/2018	10/19/2018	FedEx	10/29/2018			
30847	9/25/2018	Belco Electric	Merrill Ave Traffic Signal Project	$ 185,560.00	320	110	Day	10 Working Days	Maurice	John M		99.0%	12/7/2018	12/2/2018	12/12/2018	FedEx				
30847	10/29/2018	Belco Electric	Street Light Conduit Installation	$ 19,296.00	20	0	Day	1 Working Day	Maurice	John M		99.0%								
30860	9/13/2018	ICDC	Water Quality Basins 70A	$ 1,504,996.48	600	250	Day	75 Working Days	Miguel	Rick		99.0%								
30861	9/13/2018	ICDC	Water Quality Basins 70B	$ 1,475,002.52	600	250	Day	75 Working Days	Miguel	Rick		99.0%								
30877	10/11/2018	Caltrans	08-1E6104 Widening of Sholder and Installing Rumble	$ 1,788,310.00	5,250	15	Day	80 Working Days	Edward	John W		99.0%	11/1/2018	10/30/2018	11/7/2018	GSO				
30886	10/11/2018	City of Santa Ana	Asphalt Pothole Repairs	$ 516,300.00	900		Day	365 Working Days	Cody	Art		99.0%								
30921	10/3/2018	County of Riverside Transportation	Camino Aventura Sidewalk Project & Thousand Palms	$ 2,019,190.50	2,333	1,860	Day	65 Working Days	Edward	John W		99.0%	10/24/2018	10/23/2018	10/26/2018	FedEx				
30923	10/16/2017	Pardee Homes	Railroad Canyon Widening	$ 5,062,746.00	14,000	1,200	Day	85 Working Days	Michele	John W		99.0%	10/29/2018		10/30/2018		11/1/2018			
30944	11/1/2018	City of Highland	Pavement Management Program Sectors B, C, D & E -	$ 1,768,954.00	8,080	50	Day	60 Working Days	Maurice	John W		99.0%	10/29/2018	10/29/2018	11/7/2018	FedEx				
30947	8/30/2018	Chumo Construction	Route 405 12-0H0454	$ 345,000.00	4,100		Day	180 Working Days	Jim	Art		99.0%								
30965	10/25/2018	City of Beverly Hills	Arkell Drive Street Improvements	$ 209,660.00	391	26	Day	20 Working Days	Greg	John M		99.0%								
30966	11/6/2018	Dennis Lorton & Associates	Bristol Street Parking Lot	$ 42,400.00	280	0	Day	1 Working Day	Maurice	Art		99.0%								
30971	10/3/2018	Spectrum Construction	12-0N2704 Route 91 Weight Station	$ 223,862.00	2,030		Day	250 Working Days	Jim	Art		99.0%								
30976	11/16/2018	City of Long Beach	15th Street Bicycle Boulevard, R-7075	$ 941,788.00	630		Day		Jerry	Jorge		99.0%	11/13/2018	11/8/2018	11/16/2018	FedEx				
30981	1/10/2019	Los Angeles County Department o	South LA County Malibu Area	$ 1,000,000.00			Day		Jerry	John M		99.0%								
30982	10/23/2018	City of Duarte	2018 Street Rehabilitation Project	$ 526,840.00	3,300	20	Day	65 Working Days	Maurice	Jim		99.0%	11/19/2018	11/14/2018	11/21/2018	FedEx				
30987	11/16/2018	Culver City	2019 Pavement Rehab Project	$ 1,937,770.00	8,000	120	Day	120 Calendar	Cody	John M		99.0%	12/11/2018	12/11/2018					12/13/2018	
30999	11/6/2018	Caltrans	Route 142 08-1E8504	$ 5,439,395.00	29,920	20	Night	160 Working Days	Jim	Rick		99.0%								
31001	10/22/2018	Park West Rescom	Ridge Valley Parkway PCC Trail	$ 200,351.80		460	Day	20 Working Days	Miguel	Todd		99.0%	1/30/2019		2/11/2019					
31017	11/29/2018	Skanska USA Civil	SR-60 Truck Lanes	$ 4,597,892.52	46,000	0	Day/Night	650 Working Days	Edward	Art		95.0%								
31029	11/29/2018	Five Point Communities	District 5 Phase II Master Backbone Street	$ 1,377,896.00	5,800	1,500	Day	40 Working Days	Greg	Rick		90.0%	12/5/2018		12/8/2018					
31035	12/5/2018	City of Burbank	Verdugo Ave & Chandler Blvd. Improvement Project	$ 1,387,770.00	7,500	400	Day	68 Calander Days	Cody	Jim		99.0%	1/23/2019	1/16/2019	1/28/2019	FedEx				
31051	10/30/2018	City of Huntington Beach	Edinger/Atlanta/Warner	$ 2,175,778.00	9,440	457	Day	70 Working Days	Jim	Rick		99.0%								
31087	12/21/2018	Lennar Homes	Briggs Road Improvements	$ 206,998.00	230		Day	5 Working Days	Miguel	John W		99.0%								
31123	10/16/2018	Caltrans	08A3010 Route 79- Hemet	$ 288,296.00	123	152	Day	20 Working Days	Jim	John W		99.0%	2/14/2019	2/14/2019	2/28/2019	Fedex				
31130	8/17/2018	Brightview Landscape	Saddleback College Running Track	$ 295,000.00	2,100		Day	30 days	Miguel	Rick		99.0%					End Sept			
31146	12/5/2018	City of San Clemente	Artenal Street Pavement Maintenance for Ave. Pico,	$ 1,187,187.00	3,280	72	Day/Night	90 Working Days	Jerry	Rick		99.0%	1/18/2019	1/16/2019			3/21/2019			
31150	1/23/2019	Leatherwood Construction	D5 Rach B East (#20611801 & 20651801)	$ 115,289.00	630		Day	20 Working Days	Greg	Rick		99.0%	10/17/2018		1/29/2019	Fed-Ex				
31152	1/29/2019	City of Chino	Slurry Seal Maintenance Work	$ 372,805.00	0	0	Day	120 Working Days	Brian A	Darren		99.0%	2/18/2019	2/18/2019	2/20/2019	FedEx	5/9/2019		2/26/2019	
31153	1/31/2019	County of Ventura	Box Canyon Road	$ 1,377,000.00	4,100	50	Day	55 Working Days	Cody	John M		99.0%	2/14/2019	2/13/2019	2/28/2019	FedEx				
31156	2/22/2019	Brookfield Homes	Archibald & ORR Improvements	$ 515,623.00	500	200	Day	40 Days	Miguel	Jim		99.0%	2/25/2019		3/1/2019					
31171	1/31/2019	City of Downey	Fire Station Interim Construction	$ 207,307.00	550		Day	36 Calendar Days	Greg	Rick		99.0%								
31178	2/20/2019	City of Arcadia	2018/2019 Pavement Rehab. Program	$ 2,517,700.00	10,000	1,700	Day	90 Calander Days	Cody	Jim		99.0%	3/11/2019	3/7/2019	3/13/2019	FedEx				
31181	2/12/2019	City of Cathedral City	Ortega Road Widening and Sidewalk Gap Closure	$ 459,998.00	640	490	Day	50 Working Days	Maurice	John W		99.0%	3/1/2019	2/28/2019	3/13/2019	Runner Kim	3/13/2019		3/13/2019	
31190	2/25/2019	City of Paramount	FY 2018-2019 Various City Streets	$ 1,737,700.00	6,000	700	Day	40 Working Days	Cody	Rick		99.0%	3/13/2019	3/7/2019	3/19/2019	FedEx				
31193	2/22/2019	Philbin Construction	Heritage Lake - Menifee	$ 137,992.00	5	200	Day	20 Days	Miguel	John W		99.0%	2/18/2019		2/26/2019					
31197	2/7/2019	Doty Brothers	Edison Parking Lot	$ 97,082.00	315	8	Weekend		Greg	John M		99.0%								
31206	2/26/2019	Duke Realty	24960 San Michele Road	$ 191,952.00	1,450		Day		Greg	John W		99.0%	3/4/2019		3/6/2019					
31207	1/10/2019	City of Downey	Paramount Boulevard Median Island Improvement	$ 1,521,946.00	1,000	723	Day	75 Working Days	Greg	Rick		99.0%								
31208	2/21/2019	City of San Gabriel	2018 CDBG Street Improvement Project Cash	$ 377,334.00	1,200	100	Day	30 Working Days	Maurice	Jim	Kim	99.0%	4/3/2019	4/17/2019	4/8/2019	FedEx	4/30/2019			
31213	3/1/2019	Five Point Communities	Irvine Blvd. & Alton Signal Modifications	$ 13,112.00			Day		Greg	Rick		99.0%								
31214	1/4/2019	Brookfield Homes	The Groves - Whittier	$ 4,648,913.90	22,000	2,000	Day/Night	120 Days	Miguel	Jorge		99.0%	1/18/2019		2/26/2019					
31215	2/4/2019	SoCal San Pedro SPV	Western Ave. & In-Tract Improvements	$ 3,658,952.04	10,000	2,000	Day	180 Days	Miguel	Jorge		99.0%	2/6/2019		2/15/2019					
31222	1/4/2019	Lennar Homes	Summit @ Rosena Perimeter Streets	$ 3,119,000.00	21,528	2,000	Day	80 Days	Miguel	Jim		99.0%								
31229	3/12/2019	City of Colton	FY 18-19 Asphalt Paving Project	$ 1,377,700.00	11,200	60	Day	90 Calander Days	Maurice	John W	Kim	99.0%	5/17/2019	5/16/2019	5/22/2019	FedEx				
31261	3/19/2019	City of Lancaster	2018 Pavement Management Program (REVIVE 25)	$ 2,720,103.65	5,000	0	Day	60 Calendar Days	Brian A	John W	Kim	99.0%	5/1/2019	4/25/2019	5/6/2019	FedEx	6/6/2019		5/30/2019	
31267	2/27/2019	March Joint Powers Authority	Van Buren Phase 3 Street Improvements	$ 5,650,000.00	15,000	2,000	Day	180 Days	Miguel	John W	Kim	99.0%								
31273	3/13/2019	City of Irvine	Irvine Center/Odyssey Subsidence Repair	$ 41,158.00	0	0	Day	None	Greg	Doug		99.0%								
31274	2/20/2019	LA Metro / Deco Pave	Metro Sound Wall #11-2	$ 2,092,660.00	14,770	0	Night	520 Working Days	Gordon	Art		97.0%	3/15/2019		4/17/2019	FEDEX				
31277	3/28/2019	City of San Marino	Street Rehabilitation Program	$ 1,111,700.00	6,000	500	Day	60 Working Days	Maurice	John M	Ted	99.0%	4/12/2019	4/10/2019	4/17/2019	FedEx				
31282	3/14/2019	Caltrans	Route 5 (12-0R2704)	$ 4,797,622.00	32,800	0	Night	110 Working Days	Jim	Rick		99.0%								
31286	4/2/2019	City of Pomona	Street and Alley Rehabilitation Improvements	$ 4,259,116.55	22,000	514	Day	155 Working Days	Edward	Jim	Kim	99.0%	5/8/2019	5/7/2019	5/13/2019	FedEx				
31290	3/28/2019	City of South Gate	Circle Park Driveway Project	$ 268,576.00	100	75	Day	30 Working Days	Augustine	John M	Ted	99.0%	4/18/2019							
31309	3/19/2019	City of Orange	Annual Pavement Maintenance Various Locations	$ 5,369,997.00	47,440	305	Day	180 Calender Days	Maurice	Doug	Kim	99.0%	4/11/2019	4/11/2019	4/18/2019	FedEx	5/9/2019			
31316	3/18/2019	City of Lake Forest	Citywide Roadway Improvement	$ 4,988,350.00	16,359	500	Day	110 Working Days	Jim	Rick	Kim	99.0%								
31319	4/9/2019	City of Huntington Beach	Residential Overlay Maintenance Zone 6	$ 3,546,889.00	27,795	335	Day	60 Working Days	Maurice	Doug	Ted	99.0%	5/23/2019	5/20/2019	6/10/2019	FedEx				
31333	1/16/2019	Flatiron Corp	Route 5 12-0K0224	$ 3,878,618.00	35,800		Night	990 Working Days	Jim	Art		50.0%								
31348	4/24/2019	City of Garden Grove	Euclid Street Rehab	$ 3,787,500.00	19,000	300	Day	80 Working Days	Cody	Doug	Kim	99.0%	5/16/2019	5/15/2019	5/22/2019	FedEx				
31350	4/24/2019	City of Simi Valley	Minor Street Rehab SV 19-08	$ 510,124.25	3,650	96	Day	40 Working Days	Edward	John M	Ted	99.0%	5/16/2019	5/15/2019	5/17/2019	FedEx				
31355	4/25/2019	City of San Bernardino	Pavement Rehab 10 Locations	$ 4,383,952.00	18,400	2,400	Day	120 Working Days	Edward	John W	Kim	99.0%	4/30/2019	4/30/2019	6/17/2019	FedEx (Agreement w/Bonds)				
31359	4/24/2019	Hemet Unified School District	Playground Asphalt Removal & Reconstruction	$ 136,999.00	1,080	0	Day	10 Working Days	Maurice	John W	Kim	99.0%	5/15/2019	5/15/2019	6/4/2019	FedEx				
31366	2/21/2018	County of Orange	2020 Walnut Ave	$ 85,562.71	65	10	Day	90 Working Days	Gordon	Rick		99.0%	2/23/2018	2/23/2018	2/28/2018	Docusign				
31370	3/27/2019	City of Santa Ana	First and Raitt	$ 799,096.00	810	100	Day	30 Working Days	Jim	Rick	Kim	99.0%	4/26/2019	4/26/2019	4/29/2019	Fedex				
31371	4/30/2019	LACDPW	Old Topanga Rd Improvemet Project	$ 1,585,842.00	7800	0	Day	40 Working Days	Edward	John M	Ted	99.0%	6/4/2019	5/20/2019	6/6/2019	FedEx				
31382	4/17/2019	Caltrans	Caltrans (12-0R2604) Route 90	$ 3,878,948.00	23,000	0	Night	60 Working Days	Jim	Rick	Kim	99.0%	4/1/2019	4/1/2019	4/11/2019	Fedex				
31383	5/1/2019	OC Asphalt	Baker Ranch	$ 80,626.00	1,000	0	Day		Maurice	Art		99.0%								
31385	5/1/2019	Los Angeles Engineering	Mt San Antonio College Field	$ 385,000.00	4,100	0	Day		Maurice	Art		99.0%								
31402	5/7/2019	County of Ventura	Pavement Resurfacing Yerba Buena Area	$ 3,919,808.95	15,000	60	Day	75 Working Days	Edward	John M	Ted	99.0%	5/22/2019	5/21/2019	5/30/2019	FedEx				
31407	5/8/2019	City of San Clemente	Street Rehabilitation for S. Ave La Esperanza and Ave	$ 384,055.00	2,120	18	Day	35 Working Days	Augustine	Rick	Ted	99.0%	6/13/2019	6/10/2019				6/24/2019	8/13/2019	
31413	5/8/2019	Boys Republic	Boys Republic Asphalt Pavement	$ 90,000.00	$ 1,200.00	0	Day		Maurice	John W	Kim	99.0%								
31414	5/10/2019	Marne Construction	LAWA - ITF Bus Drop Off	$ 90,300.00	0	0	Day		Gordon	Todd		99.0%								
31415	5/10/2019	J & M Concrete	Disneyland Syborn Parking Lot	$ 86,349.88	0	0	Day		Gordon	Todd		99.0%								
31416	5/10/2019	City of Santa Fe Springs	Santa Fe Springs Rd. Improvement	$ 2,011,700.00	$ 9,500.00	600	Day	40 Working Days	Cody	Jorge	Ted	99.0%	5/14/2019	5/10/2019	5/17/2019	FedEx				
31418	8/1/2018	County of Orange	Rossmoor Full Depth	$ 1,749,702.68	0	0	Day	365 Calendar Days	Gordon	Rick	Kim	99.0%	8/7/2018	9/11/2018	8/10/2018	Docusign			11/14/2018	
31422	8/1/2018	County of Orange	Rossmoor North & Collectors Grind & Overlay	$ 2,347,264.42					Gordon	Rick	Kim	99.0%								
31425	5/10/2019	Griffith Co.	South Gate Manholes	$ 47,840.00	0	0	Night	280 Working Days	Gordon	Darren		99.0%								
31447	5/15/2019	Eastern Municipal Water District	Asphalt Paving Services at Temecula Valley Regional	$ 295,657.98	2,225	0	Day	30 Working Days	Augustine	John W	Kim	99.0%								
31451	5/20/2019	City of Gardena	Normandie ave. Street Improvements	$ 677,770.00	3,700	105	Day	30 Working Days	Edward	John M	Ted	99.0%	6/13/2019	6/12/2019	6/19/2019	FedEx				
31457	5/21/2019	City of Fountain Valley	Newhope Street Rehab. & Resurfacing	$ 1,537,770.00	8,500	500	Day	45 Working Days	Maurice	Rick	Kim	99.0%	6/5/2019	6/5/2019	6/11/2019	FedEx				
31463	5/23/2019	City of Downey	Firestone Boulevard Street Improvement Project	$ 1,648,493.00	5,630	350	Both	70 Working Days	Greg	Rick	Kim	99.0%	6/14/2019	6/13/2019						
31475	5/28/2019	City of La Verne	2019-20 Pavement Management Program System 4	$ 1,414,770.00	12,900	0	Day	70 Working Days	Edward	Jim	Kim	99.0%	6/26/2019	6/20/2019	7/2/2019	FedEx				
31485	5/22/2019	Caltrans	Route 15, 74, 79 Contract No. 08-1J5604	$ 3,655,135.00	15,222	10	Both	65 Working Days	Jim	John W	Kim	99.0%								
31486	5/3/2019	City of Long Beach	Annual Contract for Major & Secondary Highway	$ 10,000,000.00	25,000		Day	365 Days	Jerry	Jorge	Ted	50.0%	5/3/2019	5/2/2019	8-May	Fed-Ex				

Job No.#	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement
31487	5/30/2019	City of Dana Point	Annual Roadway Resurfacing Project FY 2018/2019	$ 2,025,451.00	2,320	1,200	Day	80 Working Days	Greg	Rick	Kim	99.0%	6/25/2019	6/25/2019	6/28/2019	Fed-Ex				
31492	5/29/2019	City of Westminster	Bolsa Avenue	$ 1,123,923.00	6,655	370	Day	50 Working Days	Jim	Doug	Ted	99.0%	5/30/2019	5/30/2019	5/31/2019	Emailed				
31494	6/3/2019	City of Palm Springs	Runway Cores - Palm Springs Airport	$ 5,773.37	0	0	Night	1 Working Day	Gordon	John W	Kim	99.0%								
31495	6/3/2019	City of Moreno Valley	FY 18/19 Citywide Pavement Rehab.	$ 4,430,000.00	21,000	500	Day	160 Working Days	Maurice	John W	Kim	99.0%	6/20/2019	6/20/2019	6/26/2019	FedEx				
31498	6/4/2019	City of Rancho Cucamonga	FY 18/19 Major Arterial Rehab.	$ 1,309,989.00	8,900	100	Day	90 Working Days	Edward	Jim	Kim	99.0%	6/19/2019	6/18/2019	6/25/2019	FedEx				
31500	6/5/2019	City of Chino Hills	Rolling Ridge Drive Pavement Rehab.	$ 991,000.00	7,300	350	Day	50 Working Days	Maurice	John W	Kim	99.0%	6/11/2019	6/11/2019	6/12/2019	FedEx-(Agreement Only-No bonds)				
31502	5/22/2019	City of Lancaster	2019 Pavement Management Project (REVIVE 25)	$ 3,696,389.42	5,000	0	Day	80 Working Days	Brian A	John W	Kim	99.0%	7/1/2019	7/1/2019	7/15/2019	FedEX Agreement and Bonds				
31509	6/5/2019	City of San Bernardino	Pavement Rehab at 12 Locations	$ 4,434,390.49	19,710	732	Day	120 Working Days	Edward	John W	Kim	99.0%	6/18/2018	6/17/2019	6/18/2019	Hand Delivered (Agreement Only-No Bonds)				
31510	5/16/2019	Guy F. Atkinson	Route 60/710	$ 5,019,753.00	24,100		Night	850 Working Days	Jim	Art		99.0%								
31515	4/9/2019	Pavement Coatings	Caltrans (07-3W8604) Route 1 - Malibu	$ 800,300.00	5,300	0	Night	155 Working Days	Maurice	Art		99.0%								
31524	5/29/2019	City of Santa Ana	Local Street Preventative Maintenance FY 2018-19	$ 1,716,649.00	2,500	620	Both	65 Working Days	Maurice	Rick	Kim	99.0%	6/19/2019	7/3/2019			7/29/2019			
31526	6/10/2019	City of Temecula	Pavement Rehabilitation Program - Citywide - Rancho	$ 855,333.00	6,100	1,060	Day	60 Working Days	Maurice	John W	Kim	99.0%	6/13/2019	6/13/2019	7/2/2019	FedEx	7/16/2019		7/16/2019	
31528	6/12/2019	Exclusive Towing	Towing Yard Street Improvements	$ 27,292.00	160		Day		Greg	John W	Kim	99.0%								
31531	4/30/2019	City of Chino	El Prado Road Reconstruction	$ 2,392,367.80	6,950	695	Day	ca	Gordon	Jerry	Kim	99.0%	5/22/2019	5/23/2019	5/24/2019	Fedex			6/27/2019	
31543	5/2/2019	Lennar Homes	Ontario Ranch Road	$ 510,510.00	1,700	150	Day	20 days	Miguel	Jim	Kim	99.0%								
31561	5/2/2019	City of Compton	Road Repair Services (Pothole Repair Remove &	$ 1,019,100.00	4,000	0	Day	180 Working Days	Augustine	John M	Ted	99.0%								
31565	5/23/2019	City of Bellflower	Eucalyptus Avenue Street Improvements	$ 606,436.00	190	115	Day	90 Working Days	Gordon	Rick	Kim	99.0%	6/18/2019							
31569	12/19/2018	County of Orange	Prima Deschecha Land Fill - San Juan Capistrano	$ 886,663.25					Gordon	Rick	Kim	99.0%								
31582	6/27/2019	City of Downey	FY 2018/19 Slurry Seal Project District 3 CIP No. 19-	$ 313,425.87	0	0	Day	30 Working Days	Brian A	Rick	Kim	99.0%	6/27/2019	6/27/2019	7/1/2019	FedEx	9/26/2019			
31590	5/29/2019	Riverside Construction	08-1J4104 Route 71	$ 89,456.00	500		Night	140 Working Days	Jim	Art		99.0%	6/20/2019	6/19/2019	6/24/2019	Fed-Ex				
31602	6/10/2019	City of Lake Elsinore	Lincoln Street Pavement Rehabilitation & Striping	$ 833,360.25	5,800	5	Day	45 Working Days	Gordon	John W	Kim	99.0%								
31621	7/3/2019	City of Colton	CDBG Colt 18-2-03K, 18-1-03K, 18-1-03I	$ 176,766.00	682	356	Day	90 Working Days	Augustine	John W	Kim	99.0%	12/4/2019							
31642	7/2/2019	City of Hemet	2018-19 Slurry Seal Project, CIP No. 5688	$ 815,575.00	120	0	Day	50 Working Days	Brian A	John W	Kim	99.0%	8/19/2019	8/15/2019	8/26/2019	FedEx	9/30/2019			
31644	7/1/2019	City of Claremont	Second Street And Bonita Avenue Resurfacing	$ 84,844.00	400	0	Day	14 Working Days	Maurice	Jim	Kim	99.0%	7/24/2019	7/24/2019	7/25/2019	FedEx				
31666	7/9/2019	City of Irvine	Irvine Business Complex (IBC) Sidewalk Improvements	$ 1,233,233.00			Day	160 Working Days	Jerry	Rick	Kim	99.0%	8/2/2019	8/2/2019	8/9/2019	FedEx	9/23/2019			
31670	2/20/2019	LA Metro / Atkinson	Metro OCS - 10 FWY	$ 21,500.00	16	0	Night	250 Working Days	Gordon	Art		99.0%	2/18/2019	2/11/2019	2/22/2019	FedEx				
31671	7/9/2019	Landsea/Murow CM	Archibald Street Improvements	$ 969,000.00	2,000	700	Day	35 days	Miguel	Jim	Kim	99.0%								
31672	5/20/2019	V. Lopez Jr & Sons/Dept. Veteran	(NCA) Asphalt Road Repair & Seal	$ 221,433.00	820	20	Day	60 Calendar Days	Augustine	John W	Kim	99.0%	8/20/2019		8/20/2019	US Mail				
31674	2/14/2019	Flatiron Corp.	Redlands Passenger Rail Project (RPRP) Mainline	$ 2,913,039.65	19,000	0	Day/Night	520 Working Days	Gordon	Art		98.0%	6/28/2019		7/12/2019	FedEx				
31686	7/19/2019	Giantech Construction Inc.	57 Wheeler Avenue	$ 86,265.00	425	0	Day		Augustine	Jim		99.0%								
31690	5/31/2019	J. Francis	08-1J204 Route 15,91,215	$ 74,726.00	83		Night	122 Working Days	Jim	Art		99.0%								
31698	10/18/2018	OHL USA	Route 5 12-0C8904	$ 1,350,691.00	14,500		Night	250 Working Days	Jim	Art		99.0%	8/1/2019	7/31/2019						
31700	5/29/2019	RV Concrete	08-1H3404 Precast Slab and Curb Ramp	$ 394,015.00	2,191	0	Night	90 Working Days	Edward	Art		99.0%								
31705	7/30/2019	City of Laguna Niguel	Alicia Parkway Arterial Pavement Rehabilitation Project	$ 2,348,777.00	17,000	300	Day	60 Working Days	Maurice	Rick	Kim	99.0%	8/23/2019	8/23/2019	9/12/2019	FedEx				
31719	7/29/2019	Pavement Recycling Systems, Inc.	Harco Street ET AL	$ 878,583.34	4,997	0	Day	260 Working Days	Edward	Jorge		99.0%								
31721	8/8/2019	City of Stanton	2019 Citywide Street Resurfacing	$ 1,206,869.00	8,065	50	Day	60 Working Days	Edward	Doug	Ted	99.0%	8/20/2019	8/20/2019	8/23/2019	FedEx				
31723	7/18/2019	Park West Rescom	District 1 West Novel Segment 2	$ 138,726.00		300	Day	360 Days	Miguel	Rick		95.0%								
31740	6/5/2019	County of Orange	John Wayne Airport- Pavement Maintenance & Repair	$ 3,914,178.00	5,000	250	Night	365 Calendar Days	Jim	Doug	Ted	99.0%	7/31/2019	7/31/2019	8/9/2019	Fedex				
31750	7/31/2019	Lewis Management	Citrus Avenue AC Grind & Overlay	$ 544,000.00	5,700	15	Day	30 Days	Miguel	Jim	Kim	99.0%								
31775	8/22/2019	City of Norco	Vine Avenue, Driftwood Pl, Half Moon Ct	$ 409,970.00	3,450	67	Day	30 Working Days	Edward	Jerry	Kim	99.0%	9/20/2019	9/19/2019	9/24/2019	Hand Delivered				
31778	8/22/2019	County of San Bernardino	CSA 70, R47 Road Slurry Seal	$ 63,193.74	0	0	Day	30 Working Days	Brian A	Darren	Kim	99.0%	9/5/2019	9/5/2019	9/13/2019	FedEx	10/9/2019		10/9/2019	
31779	7/3/2019	Sema Construction	(08-1C29U4) Route #10 Landscape Improvement	$ 120,821.40	860	0	Night	250 Working Days	Edward	Art		99.0%	10/11/2019	10/11/2019						
31780	8/5/2019	Carmel Partners	Expo Asphalt	$ 41,023.00	100		Day		Greg	John M	Ted	99.0%								
31790	8/27/2019	LA County Sanitation District	Asphalt CAP Summer 2019	$ 12,432.00	50	0	Day	15 Working Days	Augustine	John M	Ted	99.0%	9/4/2019							
31817	3/7/2019	CEM Construction Corp/Baldwin P	Walnut Creek Nature Park Improvements	$ 78,430.00	188	0	Day		Augustine	John M	Ted	99.0%	10/4/2019		10/4/2019					
31829	8/1/2019	City of Alhambra	FY 17-18 SB1 Street Rehabilitation	$ 2,682,820.50	15,524	225	Day	65 Working Days	Gordon	Jim	Kim	99.0%	9/19/2019		9/27/2019	FedEx		10/2/2019	10/3/2019	
31830	6/20/2019	County of Riverside	Runway 18-36, Taxiway A - French Valley Airport	$ 2,046,047.00	10,250	0	Day	180 Calender Days	Gordon	John W	Kim	99.0%	10/29/2019	7/29/2019	11/20/2019	Delivered				
31831	8/23/2019	Westlake Village	Annual Street Resurfacing FY 19-20	$ 1,110,900.31	2,550	36	Day	35 Working Days	Gordon	John M	Deonne	99.0%	10/4/2019		10/10/2019	Delivered		10/17/2019	10/23/2019	
31834	8/2/2019	GM Grading	Perris Offsite	$ 1,133,983.00	2,880	2,000	Day		Greg	John W	Kim	99.0%								
31843	9/3/2019	City of Loma Linda	Pavement Rehabilitation at Bellaire St., Taylor St.,	$ 248,969.00	1,200	40	Day	15 Working Days	Maurice	John W	Kim	99.0%	9/11/2019	9/11/2019	9/23/2019	FedEx				
31844	9/12/2019	City of Compton	Road Repair Service - 2	$ 2,249,880.00	8,000		Day	180 Working Days	Augustine	John M	Ted	99.0%	12/5/2019							
31862	9/18/2019	City of Santa Ana	Edinger Protected Bike Lanes	$ 1,663,906.00	3,190	707	Day	150 Working Days	Augustine	Rick	Mindie	99.0%	10/2/2019		10/9/2019	FedEx				
31864	8/6/2019	Peterson Chase	Route 91,110 07-331604	$ 97,487.00	403		Night	90 Working Days	Jim	Art		99.0%								
31867	8/27/2019	C.S. Legacy	Verdugo Street Beautification Project	$ 77,710.40	120	0	Day		Maurice	Art	Rick	99.0%	9/24/2019	9/24/2019	10/2/2019	FedEx				
31872	9/10/2019	Ontario International Airport	Gate 36 Rehabilitation	$ 155,120.00	540	0	Day		Gordon	Jim	Ted	99.0%							10/21/2019	
31882	6/18/2019	Hal Hayes Construction	Chino Creek Levee Asphalt Repaving	$ 162,233.56	1,420		Day		Greg	Art		0.0%								
31884	9/5/2019	City of Corona	Street Maintenance & Rehabilitation 2017-22 (rebid)	$ 6,244,244.00	29,809	202	Day	60 Working Days	Jerry	Jerry	Kim	99.0%								
31890	9/10/2019	Leonida Builders Inc.	McSweeny Farms - Phase 2 - Hemet	$ 113,342.00	1,419	0	Day	2 Working Days	Augustine	John W	Kim	5.0%	9/19/2019		10/10/2019	FedEx				
31893	7/29/2019	Brightview Landscape	District 5 Area 1 Chinon, Cadence, Trebel	$ 186,000.00		400	Day	120 Days	Miguel	Rick	Mindie	98.0%								
31895	9/10/2019	Leonida Builders Inc.	McSweeny Farms - Phase 3 - Hemet	$ 37,052.00	315	0	Day	2 Working Days	Augustine	John W	Kim	0.0%	9/19/2019		10/10/2019	FedEx				
31897	9/24/2019	Calpro Max/City of La Verne	Regional Commuter Bicycle Gap Closure Project	$ 238,584.00	750	0	Day	10 Working Days	Augustine	Jim		99.0%							10/23/2019	
31899	9/23/2019	Duke Realty	Perris & Nandina Paving Project	$ 168,384.50	1,175	0	Day		Greg	John W		99.0%	10/1/2019							
31900	10/1/2019	County of San Bernardino	Chino_Philpelphia Street	$ 1,278,376.38	4,225	242	Day	60 Working Days	Edward	Jim	Mindie	99.0%	12/2/2019	12/2/2019	12/5/2019	FedEx				
31908	10/2/2019	Fullmer Construction	Casmalia Street Improvements	$ 655,000.00	1,035	0	Day		Miguel	Jim	Kim	99.0%								
31916	9/17/2019	Caltrans	Route 79 08-1F6904	$ 7,642,529.00	42,000	0	Night	150 Working Days	Jim	John W	Kim	99.0%	10/4/2019							
31925	9/24/2019	Kaiser Permanente	Normandie N. Parking Lot (Harbor City	$ 40,070.00	70	0	Day	2 Working Days	Augustine	John M	Ted	99.0%								
31954	10/7/2019	City of Santa Ana	Edinger Avenue Rehabilitation	$ 688,956.00	2,150	100	Day	90 Working Days	Jim	Rick	Mindie	99.0%								
31969	10/23/2019	City of Santa Ana	Bristol Street and Edinger Avenue Class II Bike Lanes	$ 607,839.99	250	126	Day	90 Working Days	Edward	Rick	Mindie	99.0%	11/27/2019	11/27/2019	12//05/2019	FedEx				
31970	5/30/2019	RSB Group Inc.	(08-1H6404) Rte#210 EB Highland Ave Off-Ramp	$ 132,500.00	610	0	Night	80 Working Days	Edward	Art		99.0%								
31976	9/19/2019	City of Orange	CDBG FY 18-19 Maple Neighborhood, Sacramento	$ 536,244.00	1,820	185	Day	60 Calendar Days	Maurice	Doug	Ted	99.0%	10/9/2019	10/9/2019	10/21/2019	FedEx				
31977	9/24/2019	Commerce Colony	Archibald Street Improvements	$ 1,949,000.00	3,500	3,000	Day	60 Working Days	Miguel	Jim	Kim	98.0%	11/4/2019	11/4/2019						
31982	9/26/2019	City of Glendora	Loraine Avenue Street Rehabilitation - Palm Drive to	$ 1,438,622.00	10,250	220	Day	45 Working Days	Maurice	Jim	Kim	99.0%	10/17/2019	10/17/2019	10/21/2019	FedEx	11/18/2019			
32022	11/12/2019	City of Lynwood	Lynwood ATP Cycle Community Linkages	$ 2,053,968.60	2,836	1,209	Day	60 Working Days	Edward	Doug	Ted	99.0%	11/27/2019	11/27/2019	12/5/2019	FedEx				
32031	10/17/2019	City of Chino Hills	Pine Avenue Pavement Rehabilitation Project, Project	$ 192,444.00	920	0	Day	20 Working Days	Maurice	John W	Kim	99.0%	10/18/2019	10/18/2019	10/21/2019	FedEx	12/11/2019			
32037	9/17/2019	Powell Construction, Inc.	(07-276104) Rte #110_Construct Maintenance	$ 89,590.19	180	0	Night	140 Working Days	Edward	Art		99.0%								
32053	11/21/2019	City of Brea	Asphalt Grind & Overlay	$ 33,410.00	111	0	Night	1 Working Day	Augustine	Rick	Mindie	99.0%	11/27/2019							
32054	8/28/2019	City of San Fernando	Glenoaks Blvd. Street Resurfacing and Highway Safety	$ 2,399,784.00	5,900	1,300	Day	80 Working Days	Maurice	John M	Deonne	99.0%	11/25/2019	11/20/2019	12/10/2019	FedEx				
32056	11/21/2019	City of Los Alamitos	Noel Street Pavement Rehab	$ 116,565.00	780	10	Day	30 Working Days	Augustine	Rick	Mindie	99.0%	12/9/2019							
32063	11/21/2019	City of El Monte	Ramona Blvd & Valley Blvd. Intersection	$ 2,997,428.00	2,025	1,100	Day	120 Working Days	Augustine	Jim	Mindie	99.0%	12/10/2019	12/3/2019	1/10/2020	FedEx		1/8/2020		
32074	12/2/2019	City of Montebello	Holifield Parking Lot Improvements	$ 133,352.00	500	50	Day	15 Working Days	Augustine	Rick	Mindie	0.0%								
32083	10/24/2019	City of Santa Ana	Bristol Street Rehabilitation	$ 639,608.00	1,742	30	Day	90 Working Days	Jim	Rick	Mindie	99.0%								
32086	10/11/2019	City of Riverside	Magnolia Avenue Improvements Bid No. 7631	$ 13,138,339.25	43,228	2,700	Day	200 Working Days	Jim	John W	Mindie	99.0%								
32087	12/5/2019	County of San Bernardino Transpo	Montclair ADA Ramps & Sidewalk	$ 940,699.00	560	500	Day	30 Working Days	Augustine	Rick	Mindie	99.0%	12/18/2019		12/20/2019					
32092	11/14/2019	City of El Monte	Slurry Seal & Pavement Resurfacing Project - Phase 1	$ 1,325,747.00	2000	285	Day	45 Working Days	Gordon	Jim	Mindie	99.0%	12/16/2019		12/19/2019	FedEx				
32116	11/21/2019	Landsea Homes	Merrill Avenue Street Improvements	$ 1,459,459.00	4,500	1,400	Day	85 Working Days	Miguel	Jim	Mindie	99.0%	12/16/2019							
32141	12/17/2019	Pardee Homes	Highland Springs Avenue Street Improvements	$ 6,891,770.93	12230	1530	Day	220 Working Days	Greg	John W		99.0%	1/21/2020	1/14/2020	1/23/2020	DocuSign				
32143	12/11/2019	Tolar Manufacturing Inc.	Parking Lot Slurry	$ 38,070.00	15	5	Day	10 Working Days	Augustine	Jerry	Mindie	99.0%								
32147	11/4/2019	City of Irwindale	2019 Resurfacing Project:Longden Avenue From Live	$ 819,777.00	6,720	20	Day	50 Working Days	Maurice	John M	Ted	99.0%	11/18/2019	11/18/2019	12/5/2019	FedEx				
32148	11/12/2019	City of Desert Hot Springs	Palm Drive Street Lighting and Safety Improvement	$ 2,099,222.00	5790	200	Day	85 Working Days	Maurice	John W	Mindie	99.0%	11/20/2019	11/20/2019						
32156	6/19/2019	James W. Fowler Co.	Montezuma/Mid City Pipeline- San Diego	$ 1,355,924.86	0	0	Day/Night	640 Working Days	Gordon	Art		99.0%								
32159	10/15/2019	Ortiz Enterprises Inc.	Route 5 Contract No. 12-0K0214	$ 4,915,852.50	45,300	0	Night	1110 Working Days	Jim	Art		40.0%								
32160	7/2/2019	City of Long Beach	Contract for Local Street Improvements Project R-	$ 40,000,000.00	75,000	5,000	Day	2 years	Jerry	Jorge		50.0%								
32167	12/19/2019	JB Paving & Engineering	YVWD - Slurry	$ 53,510.00			Day		Greg	John W		99.0%	1/8/2020		1/24/2020	MAIL				
32171	1/2/2020	Pardee Homes	Wilson Street Improvements	$ 1,154,144.00	5390	740	Day		Greg	John W	Mindie	99.0%	1/21/2020	1/14/2020	1/23/2020	DocuSign				
32172	12/18/2019	City of Westminster	Citywide Overlay	$ 1,131,621.00	7065	150	Day	60 Working Days	Jim	Doug	Ted	99.0%	1/3/2020	1/22/2020						
32174	9/18/2019	California Professional Engineering	Caltrans 12-0P0104 Route 39	$ 134,025.00	40	63	Night		Maurice	John M	Ted	99.0%								
32188	1/14/2020	County of Ventura	Malibu_Yerba Buena Road Resurfacing	$ 2,298,467.40	6632	60	Day	80 Working Days	Edward	John M	Deonne	99.0%	2/10/2020	2/5/2020		FedEx				
32198	1/16/2020	Leonida Builders Inc./City of La Pu	La Puente Community Park AC & Slurry Quote	$ 109,407.00	1056	0	Day	60 Working Days	Augustine	John M	Ted	99.0%								
32212	10/2/2019	City of Industry	Arenth Avenue Reconstruction	$ 3,053,713.50	3,840	1,700	Day	120 Working Days	Gordon	Jim	Mindie	99.0%	10/30/2019							
32223	10/15/2019	California Professional Engineering	City of Burbank - Traffic Responsive Signal System	$ 133,880.00	20	70	Day	15 Working Days	Maurice	John M	Mindie	99.0%								
32225	11/5/2019	Pavement Coatings	2020 Pavement Management Program (Neighborhood	$ 330,995.00	3,200	0	Day	60 Working Days	Maurice	Art		99.0%								
32231	10/17/2019	SBCTA/Atkinson	SR-210 Lane Addition	$ 6,349,608.00	69,400	0	Day & Nite	840 Working Days	Gordon	Art	Mindie	63.0%	1/8/2020		1/13/2020	FedEx				
32234	12/10/2019	Sukut Construction	Cow camp and street improvements PH 2B	$ 4,400,000.00	45000	1500	Day	225 Working Days	Miguel	Rick		99.0%	2/3/2020	1/27/2020	2/10/2020	MAIL				
32240	8/1/2019	California Professional Engineering	Santa Anita Ave Corridor	$ 164,000.00	20	50	Day		Maurice	John M	Ted	99.0%								
32242	1/14/2020	Walsh Construction	FEDEX Express ONT/N Expansion Project	$ 329,765.00	3100	0	Day		Gordon	Art		99.0%	1/20/2020		1/20/2020	DocuSign				
32243	2/3/2020	City of Camarillo	Earl Joseph Drive Paving	$ 681,901.50	3068	83	Day	25 Working Days	Edward	John M	Deonne	99.0%								
32249	1/7/2020	City of Menifee	CIP 20-10 Andalusia/Belcanto Street Resurfacing	$ 1,009,844.00	5580	410	Day	40 Working Days	Maurice	John W	Gio	99.0%	1/17/2020	01/17/2020	1/29/2020	FedEx				
32251	12/3/2019	City of El Monte	Slurry Seal and Pavement Resurfacing - Phase 2	$ 3,462,905.50	3000	0	Day	60 Working Days	Gordon	Jim	Mindie	99.0%	1/6/2020		1/13/2020			12/10/2019		
32253	1/6/2020	County of Orange	OCPW Fruit Street - Pave	$ 314,576.24	960	0	Day & Nite	90 Calander Days	Gordon	Rick	Mindie	99.0%								
32256	2/5/2020	Crescenta Valley Water District	Final Paving on Pennsylvania Avenue	$ 82,620.00	325	0	Day	30 Working Days	Augustine	Jim	Mindie	99.0%	2/18/2020	2/12/2020						
32259	1/7/2020	Chumo Construction	Route 133	$ 377,819.00	1500		Night	250 Working Days	Jim	Art		99.0%	2/7/2020		2/20/2020	Mail				
32260	11/19/2019	Spectrum Construction Group C	Route 91 Weigh Station	$ 221,517.00	1,900	0	Night	150 Working Days	Jim	Art	Ted	99.0%							1/30/2020	
32262	3/20/2020	Bosco Constructors	(09-316504)_Rte#118 MVP	$75,275.00	250	0	Night	150 Working Days	Edward	Art		99.0%								
32274	2/18/2020	City of Rancho Santa Margarita,	FY 19-20 Annual Residential Slurry Seal	$ 368,166.88	0	0	Day	30 Working Days	Brian A	Rick	Mindie	99.0%	2/25/2020	2/27/2020	3/4/2020	FedEx	3/26/2020		3/4/2020	

Job No.#	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement
32277	3/2/2020	Schuler Constructors	Keith Tank Project - Corona	$ 159,929.32	1100	0	day	10 Working Days	Augustine	Jerry	Gio	99.0%								
32286	1/23/2020	City of Chino Hills	Pipeline Avenue Pavement Rehabilitation Project No.	$ 219,894.00	1600	5	Day	20 Working Days	Maurice	John W	Mindie	99.0%	2/26/2020	2/26/2020	3/6/2020	FedEx	3/26/2020			
32288	2/20/2020	City of Ontario	2020 Spring Pavement Rehabilitation Project	$ 2,197,669.00	15100	340	Day	40 Working Days	Maurice	John W	Mindie	99.0%	2/28/2020	7/24/2020	3/10/2020	FedEx				
32305	8/15/2019	Myers & Sons Construction	Route 15 Contract No. 08-1F1424	$ 1,256,166.00	9,400	0	Night	400 Working Days	Jim	Art		99.0%	3/2/2020		3/3/2020	Mail			12/12/2019	
32306	2/28/2020	Department of Transportation	Route 215 from PM R40.3 to PM 43.1 Contract 08-	$ 240,000.00		150	Night	30 Working Days	Jim	John W	Gio	99.0%	2/28/2020		3/3/2020	Emailed				
32309	3/4/2020	City of Norco	Hamner Avenue Street Rehabilitation	$ 662,312.00	5606	30	Night	20 Working Days	Edward	Jerry	Mindie	99.0%	3/25/2020	3/19/2020						
32311	7/30/2019	Los Angeles County Department o	RMDJOC6647 Pavement Reconstruction	$ 5,100,000.00				1 Year	Jerry	Doug	Deonne	99.0%	8/7/2019	8/6/2019						
32312	2/1/2020	City of San Jacinto	Sanderson Avenue Safety Improvements Project,	$ 773,226.06	0	0	Day	90 Working Days	Brian A	John W	Mindie	99.0%	2/19/2020	2/19/2020	2/26/2020	FedEx	3/12/2020		3/2/2020	
32314	3/19/2020	Sturgeon Electric	(08-384234) Rte #10 Install Fiber Optic Cable System	$ 225,651.17	220	4.6	Night	150 Working Days	Edward	John W	Mindie	99.0%								
32315	2/27/2020	City of Simi Valley	FY 2019-20 Minor Streets Rehabilitation Program,	$ 992,543.70	4000	154	Day	50 Working Days	Edward	John M	Deonne	99.0%								
32316	3/19/2020	American Civil Contractors	Rte. #110 Place High Friction Surface Treatment	$ 172,858.70	790	0	Night	100 Working Days	Edward	Art		99.0%								
32317	1/28/2020	City of Dana Point	Slurry Seal Project FY 19/20	$ 1,897,897.00	1840	0	Day	60 Working Days	Kim	Rick	Mindie	99.0%	3/6/2020		3/10/2020	FedEx				
32328	2/11/2020	City of Paramount	Neighborhood Street Resurfacing on Various City	$ 1,238,777.00	5380	420	Day	40 Working Days	Maurice	Rick	Deonne	99.0%	2/28/2020	2/19/2020	3/10/2020	FedEx				
32331	3/2/2020	City of San Marino	FY 2019 Street Rehabilitation Program Project	$ 2,109,419.00	12600	100	Day	60 Working Days	Maurice	John M	Deonne	99.0%	3/17/2020	3/17/2020	3/27/2020	FedEx				
32335	3/19/2020	City of Menifee	Ethanac Road & Sherman Road Street Resurfacing	$ 1,276,845.68	3292	290	Day	60 Working Days	Edward	John W	Mindie	99.0%	3/27/2020	4/27/2020	4/10/2020					
32336	3/20/2020	Teichert	(07-312004) Rte 2/5/101/105/110 Modify Traffic	$ 314,550.10	450	0	Night	500 Working Days	Edward	Doug	Deonne	0.0%								
32337	2/13/2020	Riverside Construction Company, I	RCTC_Route#15 & Railroad Canyon Road	$ 2,169,978.46	20000	0	Day & Nigh	434 Working Days	Edward	Art		75.0%	3/20/2020	3/11/2020	3/24/2020	FedEx				
32339	3/3/2020	City of Temple City	Las Tunas Blvd Pavement Rehabilitation Phase 1,	$ 644,444.00	4880	20		21 Working Days	Maurice	John M	Deonne	99.0%	3/18/2020	3/18/2020	3/27/2020	FedEx				
32345	3/5/2020	Pulte Homes Company	West Haven Cascade Offsite Street Rehabilitation	$ 649,000.00					Miguel	Jim	Gio	99.0%								
32349	3/19/2020	City of Chino Hills	2019-2020 Street Improvement Project ST200001	$ 1,093,145.00	11550	0	Day	40 Working Days	Maurice	John W	Mindie	99.0%	4/9/2020		4/15/2020	FedEx				
32350	3/26/2020	City of Chino Hills	Bayberry Drive and Valle Vista Drive Project	$ 637,229.00	4400	180	Day	40 Working Days	Maurice	John W	Mindie	99.0%		5/8/2020						
32351	3/14/2020	City of Moreno Valley	Pothole Repair Services	$1650.00 per hr	850	0	Day	365 Working Days	Augustine	John W	Mindie	99.0%								
32359	3/5/2020	City of Norco	FY 2019-2020 Slurry Seal Project	$ 147,708.97	0	0	Day	20 Working Days	Brian A	John W	Mindie	99.0%	3/19/2020	3/19/2020	4/14/2020	FedEx	5/28/2020			
32360	4/1/2020	City of Norco	Crestview Drive Pavement Improvement Project	$ 646,098.00	2000	224	Day	60 Working Days	Edward	Jerry	Mindie	99.0%	4/15/2020		4/22/2020	FedEx				
32361	5/22/2019	County of Orange	JOC Pavement Maint-Cowan Heights- FY 19-20	$ 2,584,747.69			Day	365 Calendar Days	Gordon	Rick		99.0%								
32364	2/11/2020	City of Huntington Beach	Graham, Slater, Newland and Atlanta Rehabilitaton	$ 5,151,555.00	25881	1495	Day	105 Working Days	Jim	Doug	Deonne	99.0%								
32367	4/2/2020	City of Victorville	Third Avenue Road Improvement	$ 1,790,000.00	4800	200	Day	70 Working Days	Augustine	Jim	Mindie	99.0%								
32372	4/1/2020	City of Jurupa Valley	Granite Hill Drive Pavement Rehabilitation	$ 999,777.00	8000	40	Day	30 Working Days	Maurice	John W		99.0%	4/17/2020	4/17/2020	5/5/2020	FedEx				
32382	4/7/2020	City of Loma Linda	Pavement Rehab on Barton Road	$ 768,677.00	6260	0	Day	40 Working Days	Maurice	John W	Mindie	99.0%	4/15/2020	4/15/2020	5/6/2020	FedEx				
32423	4/29/2020	Metropolitan Water District	Asphalt Roadway & Parking Lot Restoration	$ 281,000.00	30		Day	30 Working Days	Augustine	John W	Gio	99.0%								
32424	4/29/2020	County of Riverside Transportation	La Sierra Ave Reconstruction and Slurry Seal Project	$ 2,499,955.40	14900	6	Night/Day	40 Calender Days	Edward	John W	Mindie	99.0%	5/11/2020		5/15/2020	fedex				
32426	4/22/2020	Caltrans	(08-1H3414) Rtes 210/215/259 Place RHMA-G, Cold	$ 6,324,158.90	35900	0	Night	50 Working Days	Edward	John W	Gio	26.0%	5/7/2020		5/11/2020	fedex				
32433	4/30/2020	City of Rancho Santa Margarita	Antonio Parkway Rehabilitation	$ 412,137.00	2480	0	Day	35 Working Days	Jim	Rick	Gio	99.0%	5/6/2020		5/20/2020	fedex				
32434	4/22/2020	City of Westminster	Westminster Blvd	$ 578,255.00	3291	50	Day	50 Working Days	Jim	Doug	Deonne	99.0%	5/1/2020		5/4/2020	fedex				
32442	4/7/2020	City of Santa Ana	Henninger Neighborhood Residential Street Repair	$ 698,227.00		600	Day	50 Working Days	Jim	Rick	Gio	99.0%	5/7/2020		5/29/2020	fedex				
32445	4/14/2020	City of Santa Ana	Local Street Preventative Maintenance	$ 1,987,588.00	3570	150	Day	90 Working Days	Jim	Rick	Gio	99.0%	5/7/2020		6/5/2020	fedex				
32466	3/19/2020	City of Compton	Annual Residential Street Rehabilitation-Phase 1	$ 5,295,068.00	18920	1863	Day	130 Working Days	Gordon	John M	Deonne	99.0%								
32473	5/7/2020	Lennar Homes	Merrill and Haven Street Improvements	$ 1,481,832.15				45 Calendar Days	Miguel	Jim	Gio	99.0%			6/10/2020	FedEx				
32480	4/16/2020	City of Newport Beach	Cameo Highlands	$ 2,425,694.00	8000	440	Day	90 Working Days	Jim	Rick	Gio	99.0%								
32489	10/8/2018	Walsh Construction	OC Streetcar	$ 2,645,117.50	22,242		Day	1095 Calendar Days	Jim	Art		50.0%	5/15/2020		5/15/2020	Docusign				
32491	5/28/2020	City of Fontana	Valley Blvd @ Almond Ave Traffic Signal Project	$ 1,023,000.00	1025	250	Day	55 Working Days	Augustine	Jim	Mindie	55.0%	6/24/2020		7/2/2020	FedEx				
32492	5/19/2020	City of Calabasas	2020 Street Resurfacing Project # 19-20-04	$ 685,000.00	3016	150	Day	40 Working Days	Augustine	John M	Deonne	99.0%	6/22/2020		6/29/2020	FedEx				
32507	1/7/2020	Belco Elecnor Group	City of Burbank - Midtown Commercial Traffic Signal	$ 272,800.00	20	190	Day	15 Working Days	Maurice	John M	Deonne	99.0%								
32512	1/15/2020	City of Torrance	Residential Street Rehabilitation - Area A	$ 2,133,840.00	7800	644	Day	120 Working Days	Gordon	John M	Ted	99.0%	2/28/2020	2/28/2020	3/6/2020	FedEx				
32513	4/29/2020	City of Wildomar	Road Maintenance and Rehabilitation Improvement	$ 655,945.00	2081	0	Day	30 Working Days	Gordon	John W	Mindie	99.0%								
32516	5/12/2020	Belco Elecnor Group	City of Palm Springs - Traffic Signal and ADA	$ 429,750.00	120	380	Day	20 Working Days	Maurice	John W	Gio	99.0%								
32517	6/3/2020	City of Alhambra	2020 Street Improvements Project - Olive Avenue and	$ 300,433.00	1333	150	Day	40 Working Days	Augustine	Jim	Mindie	99.0%	6/24/2020		7/2/2020	FedEx				
32518	4/23/2020	Caltrans	12-0R8904 Route 5	$ 1,815,853.00	10300	12	Night	60 Working Days	Jim	Rick	Gio	99.0%	5/26/2020		6/2/2020	fedex				
32526	3/31/2020	City of Rancho Cucamonga	FY 19-20 Local Slurry Seal Pavement Rehabilitation	$ 196,232.00					Brian A	John W	Mindie	99.0%	4/20/2020	4/20/2020	5/6/2020	FedEx				
32529	5/28/2020	City of Placentia	FY 2019-20 Arterial Roadway Rehabilitation Project	$ 2,339,799.00	15000	115	Day	100 Working Days	Maurice	Rick	Mindie	99.0%	6/22/2020	6/22/2020	7/9/2020	FedEx			7/14/2020	
32530	5/7/2020	City of Pasadena	Resurfacing of Orange Grove Avenue	$ 5,098,175.00	16845	1854	Day	120 Working Days	Gordon	Jim	Mindie	99.0%	6/12/2020		6/19/2020	FedEx				
32534	5/5/2020	City of Aliso Viejo	FY 19-20 Slurry Seal & Rehabilitation	$ 1,545,799.84	0	0	Day	70 Working Days	Brian A	Rick	Mindie	99.0%	5/8/2020	5/8/2020	5/18/2020	FedEx			6/10/2020	
32546	5/19/2020	City of Sierra Madre	Sierra Vista Park Parking Lot Improvement	$ 132,375.50	20			20 Working Days	Kim	Jim	Mindie	99.0%	6/10/2020	6/10/2020	6/12/2020	FedEX				
32551	4/14/2020	California Professional Engineering	City of Cudahy - ATP Cycle 2 Project	$ 154,680.00	100	60	Day	10 Working Days	Maurice	John M	Deonne	99.0%								
32554	1/9/2020	Stephen Doreck	Brea _ Puente Street Improvements	$ 1,921,565.50	13366	196	Day	165 Working Days	Edward	Rick	Gio	99.0%	6/12/2020	6/12/2020	6/14/2020	FedEx				
32557	2/19/2020	Peterson-Chase	07-3T1704 Route 134	$ 6,610,784.00	38400		Night	60Working Days	Jim	Art		0.0%	6/10/2020		6/16/2020	fedex				
32562	6/16/2020	Caltrans	Route 215 38.5 to 37.4	$ 210,000.00		150	Night	30 Working Days	Jim	John W	Gio	99.0%	6/17/2020							
32565	6/16/2020	Caltrans	Route 215 (9.0 to21.1) Route 15 (5.0 to 8.7)	$ 280,000.00		200	Night	30 Working Days	Jim	John W	Gio	99.0%	6/17/2020							
32570	6/4/2020	City of Fountain Valley	Residential Roadway Rehabilitation Project G1229	$ 1,623,078.06	15560	1490	Day	50 Working Days	Maurice	Rick	Deonne	99.0%	6/22/2020	6/22/2020						
32584	4/30/2020	City of Orange	Annual Slurry Seal at Various Locations, FY 19-20, SP-	$ 377,737.78	410	0	Day	60 Working Days	Brian A	Rick	Mindie	99.0%	6/15/2020	6/15/2020	6/29/2020	FedEx	7/9/2020			
32585	6/18/2020	City of Hemet	2019-2020 Pavement Rehabilitation Phase 2	$ 1,119,322.00	8300	340	Day	40 Working Days	Maurice	John W	Mindie	99.0%	7/2/2020	7/1/2020	7/9/2020	FedEx				
32599	6/18/2020	City of Chino Hills	Canyon Hills Road Pavement Rehab Project	$ 106,000.00	250	0	Day	25 Working Days	Augustine	John W	Gio	99.0%	6/25/2020		7/2/2020	FedEx				
32616	7/1/2020	East OC Water District	Cowan Heights Overlay	$ 20,800.00			Day		Gordon	Rick	Gio	99.0%	7/1/2020		7/16/2020	FedEx				
32624	5/19/2020	City of Perris	2020 Citywide Street Improvements	$ 1,193,078.17	4000	248	Day	75 Working Days	Gordon	John W	Mindie	99.0%	6/30/2020	6/10/2020	7/2/2020	FedEx				
32639	7/9/2020	City of Glendora	Glendora_Dike St, Prospero Dr, Soderberg Ave Ghent	$ 329,797.49	2558	34	Day	30 Working Days	Edward	Jim	Gio	99.0%	7/17/2020		7/22/2020	FedEx				
32643	3/9/2020	Crosstown Electrical Data, Inc.	City of Newport Beach - Traffic Signal Upgrade	$ 112,540.00	20	100	Day	10 Working Days	Maurice	John M	Deonne	99.0%								
32647	4/14/2020	County of Los Angeles	RMDJOC6679 Pavement Preservation (Seal Coats),	$ 4,200,000.00			Day		Brian A	Darren		99.0%	6/3/2020	4/22/2020	6/5/2020	FedEx	7/15/2020		6/16/2020	
32650	6/26/2020	City of Mission Viejo	Alicia Parkway , Jeronimo Road and Marguerite	$ 2,343,333.00	19620	110	Day	50 Working Days	Maurice	Rick	Gio	99.0%	8/11/2020	8/11/2020	8/13/2020	FedEx				
32651	6/4/2020	City of Rolling Hills Estates	Resurfacing Project on Palos Verdes Drive North and	$ 576,635.00	2780	146	Day & Nite	30 Calendar Days	Kim	John M	Deonne	99.0%	7/8/2020		7/15/2020	FedEx	8/12/2020			
32655	6/25/2020	City of San Dimas	Alley Reconstruction - Alley P - Cataract to Monte Vista	$ 134,960.00	350	85	Day	30 Working Days	Kim	Jim	Gio	99.0%	7/21/2020	7/15/2020	7/24/2020	FedEx				
32674	6/17/2020	Belco Elecnor Group	City of Glendora - North Verdugo T.S. Project	$ 175,950.00	140	100	Day		Maurice	John M	Deonne	99.0%								
32685	6/1/2020	City of Ontario	2020 Fall Pavement Rehabilitation Project - 1303	$ 2,499,333.00	18620	30	Day	40 Working Days	Maurice	John W	Mindie	99.0%	6/3/2020	6/3/2020	6/22/2020	Hand Deliver				
32691	6/30/2020	City of Walnut	Walnut_Amar Road Street Rehabilitation from Nogales	$ 1,225,901.50	8500	55	Day	65	Edward	Jim	Gio	99.0%	7/24/2020	7/24/2020						
32696	8/1/2020	City of Yorba Linda	Fairmont Blvd 400 FT S/O Avenida Del Rey Access to	$ 113,472.00	120	16	Day	75 Working Days	Kim	Rick	Gio	99.0%	8/6/2020	7/28/2020	8/10/2020	FedEx				
32719	8/6/2020	Beador Construction	Sheeps Creek & Hwy 2	$ 51,324.00	350		Day	30 Working Days	Jim	Art		99.0%								
32727	8/7/2020	Orange County Santiation District	Abandon Manhole	$ 79,756.00			Day	60 Working Days	Jim	Doug	Deonne	99.0%								
32730	7/28/2020	Orange County Cemetery District	El Toro Memorial Park Curb & Drive Project	$ 416,999.00	1950	300	Day	25 Working Days	Augustine	Rick	Gio	99.0%								
32742	8/11/2020	Beador Construction	University Drive	$ 823,902.40	9640		Day	60 Working Days	Jim	Art		99.0%								
32743	8/13/2020	La Strada Contracting	El Toro Road Mission Viejo	$ 47,850.00	200		Day	30 Working Days	Jim	Art		99.0%								
32756	8/6/2020	County of Orange	Back Parking Lot - 1300 S. Grand	$ 447,436.46	3630	0	Day	30 Working Days	Gordon	Rick	Gio	99.0%								
32762	6/10/2020	City of La Palma	Orangethorpe Avenue	$ 791,814.00	4970	40	Day	45 Working Days	Jim	Rick	Gio	99.0%	8/10/2020	8/10/2020	8/13/2020	FedEx				
32764	8/18/2020	City of La Verne	2020-21 Canyon View - Grind,ARAM, and Overlay	$ 1,070,528.00	8400	0	Day	45 Working Days	Edward	Jim	Gio	99.0%	9/9/2020	9/9/2020	9/16/2020	FedEx				
32769	6/5/2020	City of Riverside	Port-A-Port Airport Pavement Maintenance	$ 360,921.20	280	110	Day	50 Calendar Days	Gordon	John W	Gio	99.0%	6/25/2020		7/21/2020	FedEx		9/14/2020		
32770	4/14/2020	County of Los Angeles	Del Air Project 6690-300-00	$ 987,576.79	4480		Day		Kim	Doug	Deonne	99.0%								
32779	8/21/2020	City of Menifee	Public Works Maintenance & Operations Center	$ 359,406.00	0	126	Day	40 Working Days	Augustine	John W	Gio	99.0%	9/10/2020	9/2/2020	9/15/2020	Docusign				
32780	8/1/2019	Thomas Nagy Construction	(PLR) 5500 Sepulveda Blvd - Culver City	$ 36,672.00	80	0	Day	2 Working Days	Augustine	John M	Ted	99.0%								
32781	8/19/2020	City of Temple City	Las Tunas Blvd Pavement Rehabilitation Phase 2, from	$ 974,333.00	7620		Day	30 Working Days	Maurice	John M	Deonne	99.0%	9/2/2020	9/1/2020	9/8/2020	FedEx				
32784	8/25/2020	City of La Verne	Fruit Street Medians Improvements	$ 528,524.00	350	200	Day	60 Working Days	Augustine	Jim	Gio	99.0%	9/14/2020	9/14/2020						
32798	7/2/2020	City of San Clemente	Street Rehab Via Pico, Ave Pico, Navarro, Calle De	$ 1,990,098.13	5315	511	Night	60 Working Days	Kim	Rick	Gio	99.0%	8/19/2020	8/19/2020	9/2/2020	Hand Deliver				
32799	8/10/2020	City of Costa Mesa	Hamilton Street & Santa Ana Avenue Improvement	$ 1,360,022.00	3788	610	Day	140 Working Days	Kim	Doug	Deonne	99.0%	8/20/2020		9/10/2020	Hand Deliver				
32804	5/28/2020	Archico Design Builders/Anaheim	Katella Ave Widening - REBID	$ 24,874.20	145	600	Day	60 Working Days	Augustine	Rick	Gio	99.0%			8/19/2020					
32808	7/14/2020	GC-Steve Campini	Vista Del Lago Streets Project	$ 479,626.00	4400	10	Day	10 Working Days	Augustine	John W	Gio	99.0%	10/26/2020		10/29/2020	FedEx				
32821	8/13/2020	City of Riverside	Permanent Trench Resurfacing	$ 251,445.00	518	107	Day	35 Working Days	Jim	John W	Gio	99.0%								
32846	8/2/2020	City of Santa Fe Springs	Los Nietos Road Street Improvements (Pioneer	$ 2,634,444.00	17596	600	Day	40 Working Days	Maurice	Jorge	Gio	99.0%								
32853	9/8/2020	City of Rancho Cucamonga	Foothill Boulevard Pavement Rehabilitation Milliken	$ 1,441,579.00	9300	210	Day	40 Working Days	Maurice	Jim	Gio	99.0%	9/14/2020	9/14/2020	9/21/2020	FedEx				
32854	7/20/2020	City of Costa Mesa	Bear Street Improvement Project - I-405 Baker St., City	$ 657,777.00	4500	72	Day	30 Working Days	Maurice	Doug	Deonne	99.0%	9/2/2020	8/6/2020	9/10/2020	FedeX				
32855	8/5/2020	Santa Clarita Valley Water Agency	Ridge Route Road Pavement Repair	$ 75,000.00	145	0	Day	15 Working Days	Augustine	John M	Deonne	99.0%	9/2/2020	8/11/2020	9/15/2020	FedEx				
32859	8/18/2020	City of Rancho Santa Margarita	FY 20-21 Annual Slurry Seal	$ 414,250.00	0	0	Day	40 Working Days	Brian A	Darren		99.0%	8/19/2020	8/19/2020	8/27/2020	Email/FedEx	10/5/2020			
32864	9/3/2020	Irvine Pipeline	San Dimas Trench Repair	$ 33,525.00	200	0	Day	1 Working Day	Augustine	Jim	Gio	99.0%								
32867	8/19/2020	City of Villa Park	FY 2019-2020 Annual Street Rehabilitation Project	$ 1,458,888.00	9262		Day		Maurice	Rick	Gio	99.0%	9/3/2020	9/3/2020	9/21/2020	FedEx				
32869	8/14/2020	City of Buena Park	2019-2020 Annual Slurry Seal Project #2020-07	$ 262,780.66	0	0	Day	25 Working Days	Brian A	Darren	Gio	99.0%	9/14/2020	9/9/2020	9/21/2020	FedEx	10/22/2020			
32874	10/19/2020	Ferreira Construction	Lyttle Creek Street Improvements	$ 197,573.52	1100	100	Day	20 Working Days	Miguel	Jim	Gio	99.0%								
32877	10/19/2020	SC Ontario	Eucalyptus Avenue Street Improvements	$ 1,230,000.00	3200	300	Day	70 Working Days	Miguel	Jim	Gio	95.0%								
32892	9/18/2020	San Bernardino County	CSA 70 R-B Fog Seal Project		0	0	Day	Working	Brian A	Brian		99.0%		9/23/2020						
32893	5/14/2020	Riverside Construction Company, I	Interstate 215 Placentia Ave Interchange	$ 4,550,967.00	52250	0	Day & Nite	500 Working Days	Gordon	Art		66.0%	6/25/2020							
32894	ke	Murow CM	Western Way	$510,000.00	2000	150	DAY	60 Working Days	Miguel	John W	Gio	99.0%								
32897	6/16/2020	City of Manhattan Beach	Rosecrans Avenue Street Resurfacing Project	$ 692,857.24	2379	105	Night	60 Working Days	Gordon	John M	Deonne	99.0%	8/18/2020	8/6/2020	9/8/2020	Docusign				
32904	9/9/2020	City of Rialto	Baseline Road Improvements	$ 473,000.00	520	112	Day	40 Working Days	Augustine	Jim	Gio	99.0%	9/15/2020	9/15/2020	9/22/2020	FedEx				
32913	9/29/2020	City of Pomona	Major Street Rehabilitaton - 2015 Metro Call Project	$ 9,154,356.14	33800	1910	Day & Nigh	205 Working Days	Edward	Jim	Gio	95.0%	11/17/2020	11/17/2020	11/20/2020	FedEx				
32925	7/20/2020	Walsh Construction	OIAA - Taxiway C Improvement	$ 132,165.00	990	0	Day	100 Calendar Days	Gordon	Art		99.0%	9/10/2020		9/14/2020	Docusign				
32926	9/3/2020	City of Downey	Capital Improvement Project No. 16-20A Old River	$ 75,414.32			Day		Brian A	John M	Deonne	99.0%	9/29/2020	9/29/2020						
32927	9/24/2020	City of San Gabriel	2020 CDBG Local Streets Slurry Seal Project;	$ 218,040.00			Day		Brian A	Darren		99.0%	10/14/2020	10/14/2020	10/19/2020	Runner	11/30/2020			
32930	7/1/2020	City of Orange	2020-2021 Asphalt Replacement At Various Locations	$ 607,000.00	2000	0	Day	317 Calender Day	Maurice	Rick	Gio	75.0%	8/25/2020	8/12/2020	8/28/2020	FedEx				
32932	8/10/2020	City of Lake Elsinore	Citywide Slurry Seal Project CIP No. 210014	$ 1,316,641.00	4026		Day	120 Working Days	Gordon	John W	Gio	99.0%	9/7/2020	9/3/2020	9/18/2020	Docusign				

Job No.#	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement
32934	9/24/2020	City of San Gabriel	2020 Pavement Rehabilitation Project Contract No. 20-	$ 1,316,573.03			Day		Brian A	John M	Deonne	99.0%					11/30/2020			
32936	4/14/2020	County of Los Angeles	Ladera Heights 6990-600-00	$ 2,942,683.89	10261		Day		Kim	John M	Deonne	99.0%								
32937	9/29/2020	City of Murrieta	Nutmeg Street and Hancock Avenue Rehabilitation -	$ 1,528,627.00	9390	170	Day	35 Working Days	Maurice	John W	Gio	99.0%	9/29/2020		9/29/2020	Hand Delivery				
32947	10/8/2020	City of Norco	Norco_Second Street Widening	$ 698,765.00	725	196	Day & Nigl	120 Working Days	Edward	Jerry	Gio	52.0%	10/29/2020	10/29/2020	11/2/2020	FedEx				
32958	9/9/2020	Murow CM	Merrill Ave - Grove - Flight	$ 1,843,250.00	7000	1500	DAY	70 Working Days	Miguel	Jerry	Gio	99.0%								
32961	10/14/2020	City of Seal Beach	FY 19-20 Arterial Street Resurfacing Program - Bolsa	$ 199,532.00	900	100	Day	25 Working Days	Augustine	Doug	Deonne	99.0%	10/19/2020		10/23/2020	FedEx				
32965	10/19/2020	Leonida Builders	Allessandro Alley Improvements - Phase 1	$ 105,225.00	1025	0	Day	4 Working Days	Augustine	Art		99.0%								
32972	10/15/2020	City of Brea	Alley Rehabilitation Project	$ 140,648.00	200	100	Day	15 Working Days	Augustine	Rick	Gio	99.0%	10/20/2020		10/22/2020	FedEx				
32973	10/16/2020	International Line Builders	Santa Ana - Euclid St At Hazard Signal Modification	$ 74,103.00	20	20	Day		Maurice	John M	Deonne	99.0%	7/9/2020		7/9/2020					
32974	10/16/2020	Belco Elecnor Group	Palm Springs - Tahquitz Canyon Improvements	$ 129,000.00	60	30	Day		Maurice	John W	Gio	99.0%	8/1/2020		8/1/2020					
32992	10/21/2020	Crosstown Electrical Data, Inc.	Rancho Cucamonga - Traffic Signal Project	$ 176,748.00	40	110	Day		Maurice	John M	Deonne	99.0%	9/25/2020		9/25/2020					
32998	9/17/2020	Belco Elecnor Group	Culver City - Traffic Signal Left Turn Phasing Upgrade	$ 94,400.00	20	40	Day		Maurice	John M	Deonne	0.0%								
32999	12/3/2020	OHL USA	Route 101 07-303704	$ 773,280.00	4320	0	Night	550 Working Days	Jim	Art		75.0%								
33007	10/26/2020	Lewis Operating Corp.	Van Viet Tract 20161 Improvement	$ 958,737.50					Miguel	Jerry	Gio	90.0%								
33014	9/23/2020	Town of Yucca Valley	Palomar Avenue Widening Project	$ 304,512.35	292	0	Day	30 Calendar Days	Kim	John W	Gio	99.0%	10/21/2020	10/21/2020	10/22/2020	FedEx	11/18/2020		11/4/2020	
33015	10/27/2020	Belco Elecnor Group	Rialto - Left Turn Signal Improvements HSIP 8	$ 53,633.00	20	30	Day		Maurice	John M	Deonne	99.0%	3/8/2021		3/8/2021					
33017	7/1/2020	City of Torrance	Sepulveda Blvd. Rehabilitation	$ 3,092,535.00	16300	630	Day	110 Working Days	Gordon	John M	Deonne	99.0%	8/24/2020		9/9/2020	FedEx		10/29/2020		
33020	9/29/2020	Ontario International Airport	Amazon Repairs	$ 110,005.00	675	0	Day	5 Working Days	Gordon	John W	Gio	99.0%								
33023	6/30/2020	Guy F. Atkinson	12-0K0234 Route 5	$ 3,390,661.00	34580		Night	750 Working Days	Jim	Art		15.0%								
33035	12/18/2019	County of Orange	JOC Maintenance & Facilities Slurry & Paving Services	$ 1,500,000.00	0	0	Day & Nite	365 Calendar Days	Gordon	Rick	Mindie	99.0%	3/2/2020		3/6/2020	docusign				
33042	11/4/2020	City of Cypress	Cypress_Arterial Rehab	$ 699,327.00	4700	0	Day	30 Working Days	Edward	Rick	Gio	99.0%	12/1/2020	12/1/2020						
33044	10/14/2020	City of Seal Beach	FY 20-21 Annual Slurry Seal Program Project CIP	$ 205,670.45	31	0	Day	25 Working Days	Brian A	Doug	Deonne	99.0%	10/15/2020	10/15/2020	10/23/2020	FedEx				
33047	9/15/2020	City of Riverside	2018-2019 CDBG Ward 5 Street Improvements for	$ 292,228.00	760	130	Day	40 Working Days	Jim	John W	Gio	99.0%	11/3/2020	11/3/2020	11/9/2020	FedEx				
33052	10/20/2020	KB Homes	Tract18026 West Haven Offsite Street Improvements	$ 1,079,000.00	16000	2000	Day	60 Working Days	Miguel	Jim H.	Gio	95.0%	11/19/2020	11/19/2020	11/20/2020	Docusign				
33056	10/22/2020	Turtle Rock Crest Community Asso	Turtle Rock Pavement Rehabilitation	$ 811,311.00	6800		Day	30 Working Days	Augustine	Rick	Gio	99.0%	11/3/2020		11/6/2020	FedEx/Email				
33065	11/4/2020	City of Victorville	El Rio & Calvary Rd Repair & Vault Lid Replacement	$ 279,009.00	535		Day	20 Working Days	Augustine	Jim	Gio	99.0%	12/14/2020		12/14/2020	Fedex				
33066	2/5/2021	City of Long Beach	Third Street B/T Alamitos & Junipero Ave. R-7131	$ 1,813,779.49	1445		Day	60 Working Days	Jerry	Jorge	Deonne	75.0%					2/2/2021			
33069	11/16/2020	Belco Elecnor Group	Los Angeles - On Call Traffic Signal Project	$ 242,635.00	60	65	Day		Maurice	John M	Deonne	99.0%	3/8/2021		3/8/2021					
33078	9/23/2020	Landsea Homes	Eucalyptus Avenue Street Improvements	$ 590,000.00	2700	300	Day	40 Working Days	Miguel	Jim	Gio	98.0%								
33083	11/4/2020	City of Santa Ana	Bristol Street Protected Bike Lanes	$ 1,967,436.00	1050	1000	Day	75 Working Days	Jim	Rick	Gio	99.0%								
33091	10/28/2020	City of Santa Ana	Adams Park Parking Lot Improvements	$ 67,767.00	18	34	Day	25 Working Days	Kim	Rick	Gio	99.0%	11/12/2020		11/23/2020	Eric V. Hand				
33115	8/26/2020	City of Torrance	Residential & Arterial Pavement Improvement	$ 3,687,032.00	20919	125	Day	100 Working Days	Gordon	John M	Deonne	99.0%	10/23/2020		11/6/2020	FedEx		12/9/2020	12/9/2020	
33129	2/1/2020	County of Orange	El Toro Building	$ 403,775.05	1955	0	Day	40 Working Days	Gordon	Rick	Gio	99.0%								
33136	9/17/2020	Belco Elecnor Group	Broadway Improvements & Traffic Signal Modification	$ 63,225.00	20	40	Day		Maurice	John M	Deonne	99.0%								
33141	12/10/2020	County of Orange	Coyote Canyon Landfill	$ 132,030.04	135	0	Day	60 Working Days	Gordon	Rick	Gio	99.0%								
33144	11/19/2020	City of Temecula	Pavement Rehab Program - Citywide West Side	$ 1,711,230.62	6500	0	Day/Night	120 Working Days	Brian A	John W	Gio	99.0%	12/9/2020	12/9/2020						
33171	12/14/2020	City of Westminster	CDBG 20-21 Improvements	$ 345,792.00	2000	30	Day	30 Working Days	Jim	Doug	Deonne	99.0%								
33175	12/28/2020	California Professional Engineering	Palmdale - Palmdale Blvd & 90th T.S. Project	$ 152,246.00	30	70	Day		Maurice	John M	Deonne	75.0%								
33186	1/6/2021	County of Riverside	Ramona Express Resurfacing (Rider Street to Warren	$ 7,916,616.59	54010	0	Night	60 Calendar Days	Edward	John W	Gio	97.0%	1/14/2021	1/14/2021						
33194	1/12/2021	City of Long Beach	GreenBrier Ave B/T Spring St. & Mezzanine Way R-	$ 1,173,779.33	2586		Day		Jerry	Jorge	Deonne	0.0%								
33196	1/15/2021	City of Long Beach	Lomina Ave B/T Adderely Dr & Rosebay St. R-7153	$ 823,810.10	1523		Day		Jerry	Jorge	Deonne	0.0%								
33197	10/26/2020	Moote Companies / KB Homes	Underwood Tract 29835-2 Offsite Street	$ 2,189,000.00					Miguel	John W	Gio	90.0%	1/5/2021	1/5/2021	1/11/2021	FedEx				
33199	10/20/2020	Murow CM/Landsea Homes	Haven Avenue Street Improvements	$ 700,000.00	3800	200	Day	40 Working Days	Miguel	Jim	Gio	98.0%								
33223	8/5/2020	City of Inglewood	City Parking Lots Rehabilitation	$ 726,700.00	1743	210	Day	60 Working Days	Gordon	John M	Deonne	98.0%	9/10/2020	8/6/2020	9/14/2020	FedEx			2/1/2021	
33224	12/15/2020	City of Buena Park	Rosecrans Avenue Street Resurfacing Project	$ 599,864.00	3800	90	Day	30 Working Days	Augustine	Rick	Gio	99.0%	2/12/2020	2/9/2020	2/17/2020	FedEx				
33225	1/20/2021	City of Glendale	Montrose Community Park	$ 180,748.00	550	40	Day	40 Working Days	Augustine	Jim H.	Gio	99.0%	5/5/2021		5/5/2021					
33230	12/10/2020	City of Riverside	SB-1 Maintenance and Traffic Improvements	$ 2,681,359.00	9200	1000	Day	100 Working Days	Jim	John W	Gio	99.0%	3/1/2021	3/1/2021	3/3/2021	FedEx				
33235	2/1/2021	City of Oxnard	Bryce Canyon North and South Neighborhood and	$ 4,174,871.23	16360	982	Day	90 Working Days	Edward	John M.	Deonne	97.0%	3/3/2021	3/3/2021	3/8/2021	FedEx				
33242	2/4/2021	City of Glendora	Downtown Village Parking Lot Rehabilitaiton	$ 197,500.00	750	75	Day	40 Working Days	Augustine	Jim H.	Gio	99.0%	2/22/2021		3/1/2021	FedEx				
33244	12/22/2020	Lennar Homes	French Valley - Offsite Street Improvements	$ 918,000.00	4000	600	Day	30 Working Days	Miguel	John W	Gio	90.0%	1/25/2021	1/25/2021	1/27/2021	Email	4/14/2021			
33247	2/15/2021	Pardee Homes	Atwell Meadowline Way Street Improvements	$ 483,056.55	2500	250	Day	30 Working Days	Miguel	John W.	Gio	95.0%	2/3/2021	2/3/2021	1/31/2021	Docusign				
33253	12/8/2020	City of Yorba Linda	FY21-22 Manhole and Valve Box Adjustment	$ 69,524.78	20	0	Day	540 Calender Days	Brian A	Darren		75.0%					3/11/2021			
33254	1/14/2021	City of Cypress	Residential Street Resurfacing Improvements CDBG Pr	$ 138,472.00	90	0	Day	30 Working Days	Brian A	Darren	Gio	99.0%	3/1/2021	3/1/2021	3/5/2021	FedEx				
33255	2/8/2021	City of Long Beach	Newport Ave. - Coronado Ave.	$ 605,458.67	683		Day	90 Working Days	Jerry	Jorge	Deonne	99.0%	2/8/2021				2/8/2021			
33259	2/9/2021	City of Fullerton	Orangethorpe Avenue Street Improvements Project	$ 605,236.00	4500	100	Day	35 Working Days	Augustine	Rick	Gio	99.0%	3/8/2021		3/11/2021	FedEx				
33260	12/3/2020	Chumo Construction	07-332604 Route 10	$ 763,753.80	7190	0	Night	400 Working Days	Jim	Art		75.0%								
33261	10/22/2020	City of Carson	223rd Street Improvement	$ 1,671,391.68	7317	520	Day	100 Working Days	Gordon	Jorge	Deonne	46.0%	12/11/2020	11/25/2020	12/21/2020	Fed/Ex				
33262	2/10/2021	Crosstown Electrical Data, Inc.	Inglewood - ITS Gap Closure Project	$ 178,200.00	40	110	Day		Maurice	John M	Deonne	99.0%	8/18/2020		8/18/2020					
33268	10/15/2020	City of Carson	Annual Overlay Program & Annual Concrete Replacem	$ 1,440,375.00	6556	746	Day	60 Working Days	Gordon	Jorge	Deonne	90.0%	12/11/2020	11/25/2020	12/21/2020	FedEx				
33269	1/27/2021	City of Jurupa Valley	Bain Street Pavement Rehabilitation	$ 1,148,333.00	6500	545	Day	60 Working Days	Maurice	John W.	Gio	99.0%	3/15/2021		3/17/2021	FedEx				
33272	2/23/2021	City of Long Beach	Chestnut Ave. Ocean to Broadway R-7153	$ 122,532.00	13		Day	60 Working Days	Jerry	Jorge		99.0%								
33283	2/17/2021	City of Villa Park	FY 2020-2021 Slurry Seal Project	$ 84,350.00	24	0	Day	30 Working Days	Brian A	Darren	Gio	99.0%	4/8/1900							
33287	2/17/2021	Belco Elecnor Group	Anaheim - Katella Ave Widening Trench Repair	$ 47,075.00	20	0	Day		Maurice	Art	Deonne	99.0%	3/8/2021		3/8/2021					
33292	11/4/2020	City of Santa Ana	South Main Street Corridor	$ 187,920.00	0	0	Day	220 Working Days	Jim	Darren		0.0%								
33302	1/15/2021	Ontario International Airport Author	Asphalt Repairs at Legacy Buildings	$ 11,475.00	30	0	Day	10 Working Days	Gordon	Art		99.0%								
33308	2/24/2021	County of Riverside Transportation	North Indian Canyon Drive Widening Project Phase 2	$ 1,998,488.24	9355	387	Day	60 Working Days	Edward	John W.	Gio	95.0%	3/11/2021	3/11/2021	3/16/2021					
33318	2/16/2021	Pulte Homes Company	Tract 32102-1 and 32102-F Street Improvements	$ 2,795,795.00	16000	3000	Day	120 Working Days	Miguel	John W	Gio	60.0%	3/23/2022	3/23/2021	3/24/2021	docusign				
33325	2/25/2021	City of Santa Ana	Flower St. Rehabilitation from McFadden Avenue to 1st	$ 305,598.00	2500	13	Day	40 Working Days	Jim	Rick	Gio	99.0%	3/2/2021	3/2/2021	3/17/2021					
33331	11/19/2020	Myers & Sons Construction	Route 15 08-1F1434	$ 3,106,458.00	19750	230	Night	350 Working Days	Jim	Art		25.0%								
33333	3/5/2021	City of Long Beach	Conant St, Carita St & Stearnlee Ave. R-7153	$ 690,696.00	1690		Day	60 Working Days	Jerry	Jorge		99.0%								
33338	2/18/2021	Santa Clarita Valley Water Agency	Ridge Route Road Pavement Repair Phase 2	$ 75,000.00	120	0	Day	15 Working Days	Augustine	Jorge		99.0%	3/5/2021		3/9/2021	FedEx				
33340	3/1/2021	Otmans	Duke Rider	$ 2,377,225.00	3000	2500	Day	120 Working Days	Miguel	John W.	Gio	35.0%	3/1/2021	3/1/2021	3/5/2021	docusign				
33349	2/23/2021	City of Huntington Beach	Residential Overlay Zone 3	$ 2,614,115.00	25000	0	Day	60 Working Days	Jim	Rick	Gio	99.0%	3/18/2021	3/18/2021	3/22/2021					
33351	3/11/2021	County of San Bernardino	Beech Avenue (Phase I)	$ 599,601.85	3530	241	Day	30 Working Days	Edward	Jim	Gio	99.0%								
33354	3/1/2021	RMV Realty, Inc.	PA-3.1 Dry Utility Improvements - Rancho Mission Viejo	$ 3,996,996.00	24000	2000	Day	160 Working Days	Miguel	Rick	Gio	85.0%	4/6/2021	4/6/2021	4/13/2021	docusign				
33356	10/19/2020	KB Homes	Wood Rd & Lurin Ave Street Improvement s	$ 475,000.00	1650	230	Day	20 Working Days	Miguel	John W	Gio	35.0%	3/15/2021	3/15/2021	3/15/2021	Email				
33367	12/10/2020	AToM Engineering	Florida Ave Water Repairs	$ 24,240.00	150	0	Day	2 Working Days	Augustine	John W.		99.0%								
33372	1/19/2021	City of Banning	2020-07 Citywide Street Improvements	$ 678,501.50	4520	119	Day	60 Working Days	Gordon	John W.	Gio	99.0%	2/25/2021		Docusign					
33374	3/18/2021	City of San Bernardino	Citywide Pavement Rehabilitation CIP (Slurry/Crack	$ 549,395.00	600	0	Day	60 Calendar Days	Edward	John W.	Gio	99.0%								
33376	9/16/2020	City of Inglewood	Street and Alley Improvements Project FY 2020-21	$ 2,154,150.00	12590	555	Day	120 Working Days	Gordon	John M	Deonne	98.0%	3/3/2021		3/11/2021	FedEx				
33380	3/10/2021	City of Westminster	Ward Street Improvements	$ 2,696,290.00	15300	725	Day	80 Working Days	Jim	Doug	Deonne	99.0%	3/16/2021	3/16/2021	3/16/2021					
33386	12/16/2020	OHL USA	Route 71 07-210624	$ 1,947,425.00	19260		Night	720 Working Days	Jim	Art		5.0%								
33388	3/10/2021	GC- Visionary Service Inc.	MSWC Parking Lot #5	$ 181,282.00	1500	0	Day	10 Working Days	Augustine	Jerry	Gio	99.0%								
33396	4/7/2021	City of Long Beach	Carson St. B/T West City Limits to Clark Ave R-7131	$ 1,997,357.97	7150		Day	60 Working Days	Jerry	Jorge		75.0%								
33421	4/8/2021	County of San Bernardino	El Evado and Other Roads	$ 1,107,679.35	8175	30	Day	60 Working Days	Edward	Jim H.	Gio	99.0%								
33426	12/2/2020	Chumo Construction	07-288304_RTE#2,60,164,210	$ 83,800.85	364	0	Night	170 Working Days	Edward	Doug	Deonne	0.0%	4/9/2021	4/9/2021	4/12/2021					
33432	4/5/2021	City Buena Park	2020-2021 Annual Slurry Seal Project	$ 296,353.70	210	0	Day		Brian A	Darren		99.0%	5/6/2021		5/7/2021	FedEx				
33435	2/4/2021	City of El Monte	Ramona Blvd Street Resurfacing Project	$ 2,949,717.80	11860	900	Day	120 Working Days	Gordon	Jim H.	Gio	90.0%								
33439	4/16/2021	City of Long Beach	Dist. 8 44th Street, 44th Ave & 44th Way R-7153	$ 760,722.07	1062		Day	60 Working Days	Jerry	Jorge		50.0%								
33442	4/13/2021	J & M Conc Contractors	LAWA ITFW - Los Angeles Airport	$ 70,862.65	0	0	Day		Gordon	Todd		99.0%	4/19/2021							
33443	4/16/2021	City of Long Beach	Dist. 3 Channel Dr. (PCH to 7th St.) R-7153	$ 159,348.00	958		Day	30 Working Days	Jerry	Jorge		99.0%								
33451	4/19/2021	City of Long Beach	Dist. 4 St. Louis Ave. Dawson Ave. Spaulding St.	$ 137,314.03	359		Day	30 Working Days	Jerry	Jorge		99.0%								
33458	5/5/2020	County of Orange	Rossmoor Collectors Grind & Overlay	$ 2,148,320.90	13021	0	Day	22.5 Working Days	Gordon	Rick S.	Gio	99.0%								
33462	5/5/2020	County of Orange	Rossmoor Locals Grind & Overlay	$ 1,933,562.72	12468	0	Day	22.5 Working Days	Gordon	Rick S.	Gio	99.0%								
33465	4/14/2021	City of Garden Grove	Arterial Street Rehabilitation	$ 3,185,281.00	9000	700	Day	100 Working Days	Jim	TBD		99.0%	4/28/2021	4/28/2021	5/3/2021					
33466	3/1/2021	City of Riverside	2019/2020 Arterial & Minor Phase I	$ 4,531,263.50	16367	941	Day	140 Working Days	Jim	John W.	Gio	97.0%	6/7/2021	6/7/2021	6/9/2021					
33491	4/28/2021	Lennar Homes	Rancho Diamonte TR. 35393-1 - Hemet	$ 608,608.00	4000	2000	Day	80 Working Days	Miguel	Jim H.		90.0%	5/20/2021	5/20/2021	5/20/2021	DocSign				
33496	7/1/2021	Century Communities	Tessera Tract 33370 Franklin and Auto Center Dr., Lak	$ 155,833.00	1300	400	Day	60 Working Days	Miguel			75.0%	5/3/2021	5/3/2021	5/4/2021	DocuSign				
33497	4/14/2021	City of Jurupa Valley	Mission Boulevard Pavement Rehabilitation	$ 1,488,488.00	12994	20	Day	40 Working Days	Maurice	John W.	Gio	99.0%	5/24/2021	5/24/2021	5/28/2021	FedEx				
33507	5/11/2021	City of Moreno Valley	Juan Bautista De Anza Multi-Use Trail - Phase 1	$ 733,202.00	2020	1000	Day	110 Working Days	Augustine	John W.	Gio	45.0%	6/16/2021	6/16/2021						
33512	1/26/2021	City of El Segundo	FY 20/21 Pavement Rehabilitation	$ 838,000.00	4800	50	Day	50 Working Days	Gordon	John M.	Deonne	99.0%	3/3/2021	3/3/2021	3/12/2021					
33515	5/13/2021	County of San Bernardino	Garnet Street and Other Roads	$ 396,435.92	3265	0	Day	20 Working Days	Edward	John W.	Gio	99.0%								
33521	3/31/2021	Belco Elecnor Group	Traffic Signal Installations and Modifications	$ 73,590.00	10	50	Day		Maurice	John W.	Deonne	99.0%								
33522	4/28/2021	City of Buena Park	Dodds Avenue Pavement Rahbilitation	$ 316,316.00	1160	110	Day	40 Working Days	Maurice	Rick	Gio	99.0%	5/12/2021	5/12/2021	5/20/2021	FedEx				
33528	3/23/2021	City of Hesperia	FY 2020-21 CDBG Street Improvements	$ 458,770.00	2675	0	Day	60 Calendar Days	Augustine	Jim H.	Gio	99.0%								
33529	5/19/2021	Duke Realty	Beech & Santa Ana Street Improv - Fontana	$ 401,734.50	1220	300	Day	40 Working Days	Miguel	Jim H.		35.0%	5/11/2021	5/11/2021	5/20/2021	DUKE Connect				
33530	3/11/2021	Lennar Homes	Edison Avenue Street Improvements	$ 4,590,000.00	6000	800	Day	110 Working Days	Miguel	Jerry E.	Gio	0.0%	6/24/2021	6/24/2021	7/6/2021	DocuSign				
33532	5/19/2021	Duke Realty	Los Angeles St. & Rivergrade Rd - Irwindale	$ 220,627.35	700	100	Day	20 Working Days	Miguel	Jim H.		0.0%	5/11/2021	5/11/2021	5/20/2021	DUKE Connect				
33533	5/19/2021	City of Long Beach	Dist. 9 - 68th St., Atlantic Ave to Orange Ave.R-7153	$ 648,732.00	1154		Day		Jerry L.	Jorge O.		0.0%								

Job No.#	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Nigh	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement
33534	5/19/2021	Lewis Operating Corp.	Parkside In-Tract Streets	$ 716,771.76	3500	700	Day	60 Working Days	Miguel	Jim H.		90.0%	7/9/2021	7/9/2021	7/12/2022	DocuSign				
33535	4/2/2021	Lennar Homes	Off-Site Street Improvements -Tract Map 20092, El Ran	$ 1,756,756.00	6000	1200	Day	110 Working Days	Miguel	Jim H.		15.0%	5/11/2021	5/11/2021	5/20/2021	DocuSign				
33537	4/22/2021	City of Riverside	Overland (Phase 1) Water Main Replacement Project	$ 252,265.00	548	62	Day	35 Working Days	Kim	Jerry		99.0%	5/20/2021	5/20/2021	5/20/2021	PO Email	5/20/2021			
33539	5/4/2021	City of Corona	Street Pavement Maintenance & Rehabilitation	$ 2,644,044.00	18000	183	Day	60 Working Days	Kim	Jerry E.		99.0%	5/19/2021	5/19/2021	5/20/2021	docusign				
33550	5/25/2021	City of Long Beach	Myrtle Ave. B/T Market St. & South St. R-7153	$ 130,853.00	4	0	Day	10 Working Days	Jerry	Jorge O.		0.0%								
33559	5/20/2021	City of Agoura Hills	FY 2021-2022 Pavement Rehabilitation Project	$ 804,553.44	2425	215	Day	45 Working Days	Augustine	John M.	Deonne	98.0%	6/3/2021		6/3/2021	FedEx				
33561	5/11/2021	City of Bell Gardens	Various Residential Street Improvements FY 20-21	$ 451,000.00	1340	200	Day	40 Working Days	Augustine	Rick S.	Gio	99.0%	5/26/2021	5/26/2021						
33562	4/5/2021	City of Banning	Ramsey Street and Hathaway Street Improvements	$ 3,697,562.50	4000	600	Day	180 Working Days	Gordon	John W.	Gio	71.0%	5/27/2021		6/21/2021	Docusign	6/23/2021			
33564	6/1/2021	Century Communities	Perris Blvd Street Improvement	$ 387,715.17	1000	200	Day	40 Working Days	Miguel	John W		95.0%	9/13/2021	9/13/2021	11/3/2021	DocuSign				
33567	5/20/2021	City of Lake Forest	Glenn Ranch Road Rehabilitation Project	$ 1,422,422.00	11010		Day		Maurice	Rick	Gio	50.0%	5/26/2021	5/26/2021	6/9/2021	Fedex				
33575	6/3/2021	City of Redondo Beach	Inglewood Ave at Manhattan Beach Blvd Intersection Im	$ 934,948.00	670	200	Day	90 Working Days	Augustine	John M	Deonne	5.0%	7/12/2021	6/21/2021						
33580	5/10/2021	City of El Monte	Cedar Ave, Lower Azusa Road, City Limit Area	$ 2,373,225.00	6890	645	Day	60 Working Days	Gordon	Jim H.	Gio	99.0%	6/24/2021	6/24/2021	6/25/2021	FedEx				
33581	4/22/2021	Ortiz Enterprises Inc.	Route 405 - 07-293604	$ 1,010,235.00	8370		Night	580 Working Days	Jim	Art		2.0%	9/17/2021		9/17/2021					
33582	4/8/2021	AMES Construction	08-0E3304 Route 60	$ 2,166,367.60	21900	0	Night	340 Working Days	Jim	Art		0.0%	6/8/2021		6/10/2021					
33583	6/14/2021	City of Long Beach	Outer Traffic Circle R-7131-A	$ 526,097.92	526		Day		Jerry L.	Jorge O.		0.0%								
33588	6/1/2021	City of Paramount	Neighborhood Street Improvements on Various City Str	$ 1,348,352.60	5340	434	Day	40 Working Days	Edward	Rick	Gio	95.0%	7/6/2021	7/6/2021						
33590	4/7/2021	City of Inglewood	Centinela Aven Medians & ADA Improvements	$ 6,850,739.50	10670	1175	Day	200 Working Days	Gordon	John M.	Deonne	22.0%	6/8/2021							
33609	6/14/2021	City of Long Beach	Atherton Place R-7131-A	$ 56,097.92	527		Day		Jerry L.	Jorge O.		0.0%								
33610	6/14/2021	City of Long Beach	Sant Fe Ave. R-7131-A	$ 263,505.66	845		Day		Jerry L.	Jorge O.		0.0%								
33616	5/20/2021	City of Azusa	Residential Resurfacing Project 2021	$ 897,324.50	800	500	Day	30 Working Days	Brian A	Jim H.		99.0%	6/22/2021	6/22/2021	7/2/2021	FedEx				
33624	4/21/2021	City of Lake Elsinore	Collier Ave Pavement Rehab & Striping Project	$ 1,192,114.05	13467	45	Night	40 Working Days	Gordon	John W.	Gio	99.0%								
33626	5/20/2021	City of Ontario	2021 Fall Pavement Rehabilitation Project	$ 4,433,499.00	24877	2585	Day		Maurice	John W.	Gio	75.0%	5/24/2021	5/24/2021	5/27/2021	FedEx				
33629	5/28/2021	City of Mission Viejo	Asphalt Repairs & Asphalt Overlays of Various St	$ 1,422,777.00			Day	45 Working Days	Maurice			99.0%	6/15/2021	6/15/2021						
33637	4/1/2021	Matt Construction	LA Country Club Parking Rehab	$ 694,170.00	5000	0	Day	90 Working Days	Augustine	Jerry E.	Gio	99.0%								
33644	6/22/2021	City of Long Beach	Ocean Blvd. & 54th StreetR-7131-A	$ 22,130.00	43		Day		Jerry L.	Jorge O.		99.0%								
33646	5/20/2021	City of West Covina	Fire Station No. 4 Parking Lot Improvements	$ 208,194.00	450	209	Day	30 Working Days	Kim	Jim H.		99.0%	6/22/2021	6/22/2021	7/6/2021	Hand Del. E.V.				
33649	5/20/2021	City of El Monte	El Monte Bike Blvd. and Pavement Rehabilitation	$ 948,744.00	3530	135	Day	40 Working Days	Gordon	Jim H.	Gio	99.0%								
33653	2/23/2021	City of Norwalk	Local Streets Rehabilitation - Zone 27 East of Gard	$ 1,051,330.00	10700	0	Day	40 Working Days	Gordon	Rick	Gio	99.0%	5/27/2021	5/25/2021	6/24/2021	FedEx				
33656	5/4/2021	Fullmer Construction	Logistics Center Eastvale	$ 2,779,779.00	1000	1200	Day	110 Working Days	Miguel	Jim H.		30.0%	6/25/2021	6/25/2021	7/15/2021	FedEx				
33658	5/27/2021	City of Norwalk	Local Zone Street Rehabilitation Program - Phase 1, Zo	$ 169,054.00	0	0	Day	40 Working Days	Brian A	Darren		99.0%								
33665	5/25/2021	City of Aliso Viejo	FY 21-22 Slurry Seal & Rehabilitation	$ 511,563.00	0	0	Day	30 Working Days	Brian A	Darren		99.0%								
33680	6/25/2021	City of Westminster	Street Improvemetns fro Mcfadden Avenue	$ 1,142,160.00	6000	100	day	30 Working Days	Jim	Doug H.	Deonne	99.0%	6/30/2021	6/30/2021	7/9/2021					
33689	6/1/2021	City of Cerritos	Asphalt Improvements In Residential Streets Project #1	$ 143,341.00	225	0	Day	30 Calendar Days	Kim	Rick		80.0%	6/30/2021	6/30/2021	7/7/2021	FedEx				
33692	6/28/2021	City of Mission Viejo	Los Alisos Boulevard, Marguerite Parkway and Santa Margar	$ 2,689,689.00	16400	510	Day	45 Working Days	Maurice	Rick S.	Gio	90.0%			8/3/2021					
33693	4/8/2021	City of Anaheim	Anaheim Island Phase 2 Rehabilitation Project RCP202	$ 128,128.00	543		Day	22 Working Days	Kim	Rick		99.0%								
33694	7/7/2021	VCI Construction, INC. / LB	Shoreline Drive & Ocean Blvd.	$ 65,915.00	33		Day		Jerry L.	Jorge O.		0.0%								
33699	6/17/2021	Lennar Homes	Monterado - Street & Storm Drain Improvements	$ 779,779.00	4000	300	Day	30 Working	Miguel	Jim H		20.0%	7/12/2021	7/12/2021	9/8/2021	DocuSign				
33700	4/22/2021	City of Palos Verde Estates	Via Campesina Street Improvements #PW-681-20	$ 248,888.00	1260	10	Day	30 Working Days	Maurice	John M	Gio	99.0%	6/2/2021	6/2/2021	6/4/2021	Email/fedex				
33705	7/7/2021	City of San Gabriel	2021 Pavement Rehabilitation Project	$ 5,232,394.90	55044	0	Day	60 Working Days	Edward	Jim H.		95.0%								
33706	6/28/2021	City of Mission Viejo	Via Escolar Pavement Rehabilitation Project	$ 174,471.00	1080	0	Day	30 Working Days	Kim	Rick		99.0%	7/14/2021	7/14/2021	8/6/2021	FedEx				
33708	6/10/2021	City of San Clemente	FY2020 Major Street Maintenance FY2021 Slurry Seal	$ 1,884,488.00	765	67	Day	60 Working Days	Kim	Rick S.		99.0%	7/21/2021	7/21/2021	7/27/2021	FedEx	8/23/2021			
33709	7/1/2021	City of West Hollywood	Mid City, La Brea & SMB Pavement Repair Program	$ 1,597,729.00	10460	0	Day	35 Working Days	Maurice	John M	Deonne	0.0%	7/12/2021	7/12/2021	7/20/2021	Fedex				
33720	7/15/2021	City of La Verne	2020-21 Hormel/Ramona Grind and Overlay Improvem	$ 443,333.00	4404	0	Day	20 Working Days	Maurice	Jim H	Gio	99.0%	7/15/2021	7/15/2021		Email/ Hand Deliver				
33729	10/20/2020	City of Carlsbad	2020-21 Pavement Overlay	$ 4,636,132.00	19690	0	Day	120 Working Days	Jim	Rick	Gio	0.0%	7/15/2021		7/20/2021					
33730	5/4/2021	Pavement Coatings Inc	2021 Street Maintenance Project	$ 368,381.00	1860	50	Day		Maurice	John W	Gio	99.0%	8/3/2021		8/4/2021	Email				
33731	5/13/2021	City of Moreno Valley	Pavement Rehabilitation for Various Local Streets	$ 1,294,784.00	4925	325	Day	160 Working Days	Gordon	John W.	Gio	99.0%	6/17/2021	6/17/2021	6/28/2021					
33739	6/9/2021	City of El Monte	Active Transportation for El Monte Station and Downtov	$ 1,887,325.00	3200	490	Day	60 Working Days	Edward	Jim H.	Gio	0.0%	7/14/2021	7/14/2021	7/20/2021	Fedex				
33747	7/20/2021	City of Rancho Mirage	Tamarisk Neighborhood Pavement Rehabilitation	$ 350,618.00	1700	25	Day	60 Working Days	Augustine	John W.	Gio	99.0%	9/2/2021							
33752	6/10/2021	Pavement Coatings Inc	2021 Annual Street Maintenance Project	$ 126,400.00	380	0	day		Maurice	Art R.		99.0%								
33762	6/3/2021	City of Fullerton	Runway Edges Enhancement Project	$ 2,568,760.00	2800	0	Night	86 Working Days	Gordon	Doug H.	Deonne	19.0%	7/26/2021	7/21/2021	8/12/2021	FedEx				
33764	5/12/2021	City of Santa Clarita	2020-21 Annual Slurry Seal	$ 866,304.45	2200	0	Day	30 Working Days	Gordon	John M.	Deonne	99.0%	6/9/2021	6/9/2021	6/28/2021			8/4/2021		
33776	8/5/2021	City of Ontario	ATP Cycle 4: Safe Routes To School Pedestrian Improvement	$ 5,934,634.00	2890	4050	Day	300 CD	Maurice	John W	Gio	25.0%	7/30/2021	7/27/2021						
33778	5/18/2021	Tri Pointe Homes, Inc.	Victoria Street Improvements - Fontana	$ 268,268.00	500	200	Day	20 Working Days	Miguel	Jim H.	Gio	85.0%	8/22/2021	8/22/2021	9/29/2021	DocuSign				
33781	5/5/2021	City of Riverside	2019/2020 Arterial & Minor Streets, Phase 3	$ 2,795,350.00	9800	1000	Day	100 Working Days	Jim	John W.		65.0%	8/3/2021		8/4/2021					
33787	7/22/2021	City of Anaheim	State College Boulevard Improvements from Ball Road	$ 484,848.00	3500	140	Day	22 Working Days	Kim	Rick S.		99.0%	7/28/2021	7/28/2021	8/3/2021	FedEx				
33794	8/5/2021	City of Long Beach	Alamitos Ave. Bikeway R-7131-A	$ 166,493.31	4		Day		Jerry L.	Jorge O.		0.0%								
33813	8/11/2021	City of Long Beach	Del Amo Blvd. R-7131-A	$ 388,422.80	4		Day		Jerry L.	Jorge O.		0.0%								
33817	8/16/2021	City of Long Beach	Various Streets in District 7. R-7153	$ 725,087.82	3046		Day		Jerry L.	Jorge O.		0.0%								
33826	8/12/2021	City of Long Beach	Winslow Ave Between Colorado Ave R-7153	$ 166,297.76	709		Day		Jerry L.	Jorge O.		0.0%								
33843	8/16/2021	Toll Brothers	The Meadows - Street Improvements	$ 4,941,887.50	21100	2000	Day	120 Working Days	Miguel	Rick S.		20.0%	8/24/2021	8/24/2021	8/25/2021	DocuSign				
33851	2/18/2021	Leonida Builders, Inc.	Santa Gertrudis Ped & Bike Trail - Temecula	$ 105,915.00	1035	0	Day	120 Working Days	Gordon	Art		70.0%	4/9/2021		5/19/2021					
33854	6/30/2021	County of Orange	Westminster Library Parking Lot Seal Coat	$ 21,102.95	0	0	Day	5 Working Days	Gordon	Rick S.	Gio	99.0%								
33855	5/5/2021	City of Torrance	Plaza Del Amo at Western Ave Mobility	$ 1,196,190.00	2000	290	Day	90 Working Days	Gordon	John M.	Deonne	39.0%	7/21/2021	7/19/2021	8/3/2021	FedEx				
33863	7/28/2021	City of Wildomar	Road Maintenance and Rehabilitation Project	$ 664,622.50	1672	0	Day	30 Working Days	Gordon	John W.	Gio	99.0%	8/2/2021	8/2/2021	8/10/2021	FedEx				
33868	9/10/2021	City of Long Beach	South Street	$ 512,083.30	1995		Day			Jerr		0.0%								
33869	9/1/2021	Irvine Ranch Water District	MWRP Paving Near Buildings 90, 100, and 110	$ 174,991.00	300	25	Day	60 Working Days	Augustine	Rick S.	Gio	99.0%	9/3/2021							
33894	8/30/2021	City of Corona	Street Pavement Maintenance & Rehabilitation 22-010H	$ 7,093,575.00	37350	567	Day	100 Working Days	Kim	Jerry		75.0%	9/2/2021	9/2/2021	9/17/2021	DocuSign				
33898	9/13/2021	City of Long Beach	5th Street Margo to East End R-7153									0.0%								
33903	1/19/2021	County of Orange	Prima Deschecha North Access Road Resurfacing	$ 454,878.00	3450	0	Day	3 Months	Gordon	Rick S.	Gio	99.0%								
33907	5/18/2021	County of Orange	Phase 2 - Panorama Heights Grind & Overlay	$ 899,446.00	4907	136	Day	35 Working Days	Gordon	Rick S.	Gio	99.0%								
33911	9/15/2021	City of Long Beach	Long Beach Airport R-7131-A	$ 241,389.77	2004		Day		Jerry L.	Jorge O.		0.0%								
33914	8/12/2021	County of Ventura	Pavement Resurfacing - Simi Area, Spec. No. RD22-03	$ 347,743.00	25	19	Day	40 Working Days	Kim	John M.		99.0%	9/16/2021	9/14/2021	9/21/2021	FedEx	10/21/2021			
33924	9/21/2021	City of Long Beach	Grand Prix Race Track R-7131-A	$ 38,400.00	4		Day		Jerry L.	Jorge O.		0.0%								
33930	8/25/2021	City of Fountain Valley	Rehabilitation and Resurfacing of Euclid Street From Ec	$ 1,327,131.00	8710	350	Day	30 Working Days	Jim	Rick S.	Gio	99.0%	9/20/2021	9/20/2021	9/22/2021					
33938	9/24/2021	City of Moreno Valley	Heacock St Ped/Bike Enhancements & Gregory Ln to E	$ 395,254.00	600	60	Day	80 Working Days	Augustine	John W	Gio	5.0%	12/10/2021		12/14/2021	FedEx	1/5/2022			
33945	5/18/2021	County of Orange	St. Andrews Parking Lot Slurry Seal	$ 47,752.59	0	0	Day	10 Working Days	Gordon	Rick S.	Gio	99.0%								
33946	8/5/2021	City of Alhambra	FY 2020-2021 SB 1 Street Rehabilitation	$ 2,223,190.00	11840	983	Day	60 Working Days	Gordon	Jim H.	Gio	65.0%	9/7/2021		9/17/2021					
33949	8/6/2021	City of Beaumont	Annual Citywide Street Rehabilitation & Maintenance	$ 5,296,803.32	15148	572	Day	90 Calander Days	Gordon	John W.	Gio	46.0%	9/17/2021		10/5/2021					
33950	9/29/2021	City of Long Beach	Dist. 5 All Streets R-7153	$ 45,000.00	4		Day		Jerry L.	Jorge O.		0.0%								
33956	9/16/2021	Private Owner-Jay Du Nesme	Asphalt Repair Forset Glen Rd - Twin Peaks	$ 76,826.00	410	0	Day	15 Working Days	Augustine	Jerry E.		99.0%								
33964	10/4/2021	Los Angeles Country Club	Los Angeles Country Club Tennis Lot Asphalt Repair	$ 209,141.00	940	0	Day	15 Working Days	Augustine	Jerry E.	Gio	99.0%	9/30/2021		10/4/2021					
33967	10/6/2021	City of Norco	Corporate Yard Pavement Rehab	$ 612,755.00	2000	50	Day	45 Working Days	Augustine	Jerry E.	Gio	10.0%	10/22/2021		11/8/2021					
33969	10/5/2021	City of Norco	Wayne Makin Park Slurry Seal Project	$ 52,725.89	15	0	Day		Brian A	Darren		0.0%								
33975	9/13/2021	City of Long Beach	Dist. 5 Ebell St. - Greenbrier Rd. R-7153	$ 198,158.80	240		Day		Jerry L.	Jorge O.		0.0%								
33978	10/11/2021	City of Long Beach	Dist. 5 Olser Ave. & Parkcreast St. R-7153	$ 438,789.40	854		Day		Jerry L.	Jorge O.		0.0%								
33979	10/7/2021	City of Highland	Pavement Management Program	$ 2,098,506.00	5299	100	Day	55 Working Days	Augustine	Jim H.	Gio	15.0%	10/27/2021		11/8/2021					
33980	10/11/2021	City of Long Beach	Dist. 5 Monlaco Rd. to Woodruff Ave. R-7153	$ 823,807.10	4		Day		Jerry L.	Jorge O.		0.0%								
33981	10/11/2021	City of Long Beach	Dist. 5 Monlaco Rd. Clark to Tulaln Ave. R-7153	$ 821,623.37	2333		Day		Jerry L.	Jorge O.		0.0%								
33986	9/4/2021	City of Rosemead	Walnut Grove Resurfacing Phase 1	$ 1,342,157.00	6200	500	Day	35 Working Days	Jim	Jim H.		75.0%	10/7/2021	10/7/2021	10/11/2021					
33990	9/28/2021	City of Costa Mesa	Randolph Avenue and St. Clair Street Improvement	$ 382,725.50	40	82	Day	45 Working Days	Kim	Doug		50.0%	10/11/2021	10/25/2021	11/2/2021	FedEx				
33992	9/16/2021	City of Alhambra	Street Improvements Project Bid No. #N2M21-2	$ 333,333.33	1362	154	Day	40 Working Days	Kim	Jim H		95.0%	09/30/20201	9/30/2021	10/12/2021	FedEx				
33996	10/11/2021	City of Long Beach	Dist. 4 Resevior Dr.	$ 583,250.00	1143		Day		Jerry L.	Jorge O.		0.0%								
33997	10/18/2021	City of Long Beach	Grand Ave. Beween 10th Street & 11th Street	$ 226,312.76	262		Day		Jerry L.	Jorge O.		0.0%								
34001	9/1/2021	Lewis Operating Corp.	Meridian Phase 3 Street Improvements	$ 2,517,333.00	1000	7000	Day	100 Working Days	Miguel	John W.		0.0%	9/29/2021	9/29/2021	10/1/2021	DocuSign				
34002	2/16/2021	HZS Engineering/City of LA	Sanborn Avenue Reconstruction	$ 46,407.00	322	0	Day	274 Working Days	Gordon	Art		99.0%	9/13/2021		9/20/2021					
34023	10/18/2021	CitY of Long Beach	Woodruff Ave.B/T Palo Verde Ave & Conquista Ave.	$ 105,274.45	197		Day		Jerry L.	Jorge O.		0.0%								
34024	10/18/2021	City of Long Beach	17th Street Between Cherry Ave & Junipero Ave.	$ 457,508.00	695		Day		Jerry L.	Jorge O.		0.0%								

Job No.#	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement
34041	9/2/2021	City of Gardena	Van Ness Avenue and 139th Street Improvement	$ 1,369,920.00	7725	373	Day	60 Working Days	Gordon	John M.	Deonne	24.0%	10/5/2021		10/19/2021					
34058	7/29/2021	City of Newport Beach	Mission Bay Drive Street Improvements	$ 196,961.00	1310	1	Day	60 Working Days	Kim	Rick S.		99.0%	9/2/2021	9/2/2021						
34059	9/8/2021	City of Montebello	N. Concourse Avenue Street Improvement Project CP 880	$ 224,473.00	921	72	Day	35 Working Days	Kim			95.0%	11/18/2021	11/4/2021						
34065	11/1/2021	Toll Bros., Inc.	Metro Heights (Montebello Hills) - PHASE 1 AND 3 Stre	$ 2,675,250.00	9000	800	Day	160 Working Days	Miguel	Rick S.		10.0%	11/2/2021	11/2/2021	11/17/2021	DocuSign				
34070	11/18/2021	City of Long Beach	Dist. 9 - 60th Street between Atlantic to Orange Ave. R-	$ 717,651.58	1334		Day		Jerry L.	Jorge O.		0.0%								
34074	11/18/2021	City of Long Beach	Dist. 9 -72nd St. between Atlantic Pl. & Myrtle Ave. R-7	$ 238,577.90	505		Day		Jerry L.	Jorge O.		0.0%								
34076	7/27/2021	Lennar Homes	Street Improvements - Tract Map 20205 (PA 2) and Tra	$ 1,956,956.00	8600	1000	Day	240 Working Days	Miguel	Jim H.		0.0%	9/27/2021	9/27/2021	10/6/2021	DocuSign				
34085	11/9/2021	Casa Verdes Townhouse Homeow	Casa Verdes Pavement Rehabilitation	$ 131,952.00	840	0	Day	25 Working Days	Augustine	John M.	Deonne	98.0%								
34108	6/8/2021	Walsh / City of Long Beach	Reconst Taxiway L Project @ The Long Beach Airport	$ 1,785,410.00	13247	0	Day/Night	435 Working Days	Gordon	Art R.		0.0%								
34114	12/2/2021	City of Long Beach	Pine Ave., Aquarium Way, & Queens Way	$ 65,184.00	5		Day		Jerry L.	Jorge O.		0.0%								
34116	12/2/2021	The Metropolitan Water District of S	Skinner Facility Area Paving	$ 1,936,977.00	11,150	153	Day	140 Working Days	Edward	John W		0.0%								
34117	9/14/2021	City of La Verne	Country Club and Monterey Et Al Grind, Overlay, ARAM	$ 722,971.55					Maurice			0.0%	11/3/2021	10/28/2021	11/16/2021	FedEx				
34119	10/28/2021	City of Newport Beach	East Coast Highway and Marguerite Avenue Pavement	$ 3,363,056.00	18972	662	Day	80 Working Days	Kim	Rick s		25.0%	12/1/2021	11/30/2021						
34124	2/28/2022	City of Long Beach	Atlantic Ave. between 10th & Anaheim Street	$ 163,394.80	30		Day		Jerry L.	Jorge O.		0.0%								
34126	9/21/2021	Lennar Homes	Adobe Springs Tract 36733 Winchester Road Street ar	$ 1,029,029.00	2100	500	Day	120 Working Days	Miguel	John W.		0.0%	10/18/2021	10/18/2021	10/18/2021		10/18/2021			
34131	10/22/2021	NASCAR	New Valley Construction-NASCAR Coliseum Paving pr	$ 530,910.00	2680	0	Day		Maurice	Art	Gio	50.0%								
34134	12/8/2021	County of Riverside Transportation	Rancho California Road and Anza Road	$ 1,049,260.40	5200	9	Day & Nigh	14 Days	Edward	Johnny		0.0%								
34141	12/13/2021	City of Manhattan Beach	Slurry Seal Project Central Area of Sand Section	$ 673,275.00	50	0	Day	45 Working Days	Brian	Darren		1.0%								
34144	10/29/2021	City of Laguna Woods	Pavement Management Plan Project Moulton Parkway	$ 172,969.00	1300	0	Day	20 Working Days	Maurice	Rick S.	Gio	0.0%			11/18/2021	FedEx				
34153	12/17/2021	City of Santa Ana	2022 Asphalt Pothole Repair	$ 552,770.00	900	0	Day	365 Calendar Days	Maurice	Art		10.0%								
34154	12/7/2021	City of Newport Beach	Jamboree Road Pavement Rehabilitation and Reclaime	$ 3,955,555.55	19950	700	Day	80 Working Days	Kim	Rick S		0.0%	1/26/2022							
34155	12/15/2021	Eastern Municipal Water District	Paving Repair at Murrieta Rd & Margarita Rd-Murrieta	$ 63,000.00	150	0	Night	25 Working Days	Augustine	John W.	Gio	10.0%								
34163	11/30/2021	Robertson's Ready Mix	Ramsey & Hathaway Improvements	$ 413,710.75	2630	150	Day		Gordon	John W.	Gio	50.0%								
34166	10/7/2021	Burbank-Glendale-Pasadena Airpo	Taxilane Alpha Rehabilitation - Burbank Airport	$ 1,197,129.65	5644	0	Night	60 Working Days	Gordon	Doug	Deonne	0.0%	10/26/2021		11/23/2021	FedEx	1/4/2022			
34171	1/7/2022	City of Newport Beach	Via Lido Soud and Nord Pavement Rehabilitation Contr	$ 958,859.00	4268	63	Day	80 Working Days	Kim	Rick		50.0%	1/26/2022	12/23/2021						
34172	12/28/2021	City of Eastvale	2021 Annual Asphalt Concrete Overlay Project (Prc	$ 3,169,744.00	28065		Day		Maurice	John w.	Gio	0.0%	1/14/2022	1/12/2022						
34175	9/28/2021	City of Costa Mesa	Citywide Parkway Maintenance, Street Rehabilitation an	$ 2,828,000.00	14273	752	Day	100 Working Days	Kim	Doug		0.0%	2/22/2022	1/4/2022						
34184	1/6/2022	City of San Bernardino	Pavement Rehab at Nine Locations	$ 4,738,119.00	24700	3000	Day	120 Working Days	Edward	John W/	Gio	0.0%								
34195	1/7/2022	VLJM, LLC	Repair Asphalt Main Parking Lot - Camp Pendelton	$ 284,797.00	1400	0	Day	10 Working Days	Augustine	Jerry E.	Gio	5.0%								
34200	12/15/2021	City of Laguna Niguel	Niguel Road (Alta Terra To Highlands Avenue) Paveme	$ 866,924.00	3375	220	Day	60 Working Days	Maurice	Rick S	Gio	0.0%								
34202	1/12/2022	City of Buena Park	Eight Street Rehabilitation Project	$ 510,000.00	1740	100	Day	4 Working Days	Augustine	Rick S.	Gio	1.0%	1/26/2022	1/26/2022						
34216	1/4/2022	City of Norwalk	Local Streets Rehabilitation-CDBG FY 21-22	$ 1,041,470.00	4550	360	Day	45 Working Days	Gordon	Rick S.	Gio	0.0%	1/21/2022		1/31/2022	FedEx				
34218	12/2/2021	City of El Monte	Traffic Calming Plan with Class IV Bike Lanes	$ 897,024.16	2810	11	Day	120 Working Days	Gordon	Jim H.	Gio	0.0%	2/28/2022							
34242	2/3/2022	City of Norco	Dales Drive and Parkridge Avenue Street Improvements	$ 512,465.00	1850	288	Day	60 Working Days	Jim	Jerry		0.0%								
34249	1/13/2022	City of Downey	Florence Ave Pavement Rehabilitation Project Capital I	$ 1,459,369.00	11475	220	Day	60 Working Days	Maurice	Rcik S.	Gio	0.0%	1/27/2022	1/26/2022						
34250	2/7/2022	City of Villa Park	FY 2021-2022 Slurry Seal Project	$ 128,497.60	120	0	Day	30 Working Days	Brian	Darren		1.0%								
34251	1/25/2022	City of Rancho Cucamonga	Foothill Blvd Pavement Rehabilitation	$ 1,689,439.00	7890	240	day	55 Working Days	Maurice	Jim H.	Gio	0.0%	2/21/2022	2/16/2022	2/24/2022	fedex				
34255	2/8/2022	Riverside County Transportation D	I-15 Interim Corridor Operations Project and Related W	$ 2,645,730.70	3100	3.3	Night	105 Working Days	Edward	John W.	Gio	0.0%								
34263	3/2/2021	Belco Elecnor Group	HSIP-Cycle 6 Olympic Blvd-City of Los Angeles	$ 317,516.45	100	139	Day	365 Calendar Days	Gordon	John M.	Deonne	0.0%								
34264	9/9/2021	Griffith Co.	Main Street Interchange - Lake Elsinore	$ 446,979.00	3860	0	Day/Nite	300 Working Days	Gordon	Art R.		0.0%	2/10/2022		2/10/2022					
34292	2/10/2022	VLJM, LLC	AC Repairs Deer Park to 43 Area	$ 1,659,760.00	10200	20	Day	120 Calendar Days	Augustine	Jerry E.	Gio	0.0%								
34297	2/3/2022	City of Riverside	Permanent Trench Resurfacing for Garfield and Overlar	$ 323,323.00	1220	74	Day	21 Working Days	Kim	John W.	Gio	0.0%								
34298	1/17/2022	Long Beach Water	WD-08-22 Street Repair Services Contract No. 3659	$ 4,500,000.00					Kim	Jorge O.		0.0%	1/13/2022	1/13/022						
34333	3/4/2022	City of Long Beach	Dist. 7 - 37th Street b/t Country Club Dr. & Pacific Ave.	$ 213,234.60	170		Day		Jerry L.	Jorge O.		0.0%								
34334	3/4/2022	City of Long Beach	Dist. 8 - Country Club Dr. b/t San Anotnio & Pacific Ave	$ 993,699.60	3552		Day		Jerry L.	Jorge O.		0.0%								
34335	3/4/2022	City of Long Beach	Dist. 1 - 16th Street between Pacific Ave. & Elm Ave.	$ 467,176.91	587		Day		Jerry L.	Jorge O.		0.0%								
34336	3/7/2022	Duke Realty	Citrus & Slover Street Improvemntt - Fontana	$ 396,172.75	300	150	Day	40 Working Days	Miguel	Jim H.		0.0%	2/22/2022	2/22/2022	2/22/2022	DocuSign				
34337	3/7/2022	Duke Realty	Rider & Harvill Street Improvement - Perris	$ 585,950.00	1400	500	Day	60 Working Days	Miguel	John W.		0.0%	3/3/2022	3/3/2022	3/3/2022	DocuSign				
34338	3/7/2022	Moote Companies	Palomino Off-Site Improvements - Norco	$ 2,399,483.11	5500	900	Day	110 Working Days	Miguel	Jerry E.		0.0%	2/28/2022	2/28/2022	3/4/2022	DocuSign				
34344	10/7/2021	Lennar Homes	Tract 19787 - Grand Park Street, "A" Street, Archibald /	$ 2,218,218.00	9000	600	Day	35 Working Days	Miguel	John W		0.0%	2/8/2022	2/8/2022	2/10/2022	DocuSign				
34347	12/16/2021	North Fontana Investment Compar	Off-Site Improvements in Sierra Avenue, Duncan Canyo	$ 1,989,000.00	13000	1500	Day	120 Working Days	Miguel	Jim H.		0.0%	2/2/2022	2/2/2022	2/7/2022	FedEx				
34355	10/22/2021	RMV Realty, Inc.	PA-3.2A Street Improvements	$ 1,244,244.00	7500	800	Day	75 Working Days	Miguel	Rick S.		0.0%	11/9/2021	11/9/2021	11/9/2021	DocuSign	4/11/2022			
34363	3/9/2022	City of Westlake Village	Street Improvement on Various Streets in the City of Westlake Village, FY 21-22 Project	$ 1,025,336.20	3300	18	Day	35 Working Days	Edward	John M.	Deonne	0.0%								
34374	2/1/2022	Chino Preserve Development	Town Center Street Improvements for Community Facili	$ 7,699,707.00	12000	2000	Day	140 Working Days	Miguel	Jerry		0.0%	3/3/2022	3/3/2022	3/17/2022	Email				
34376	3/14/2022	City of Long Beach	Dist. 2 - Bremuda Street between Cherry Ave. & Junipe	$ 256,369.04	3		Day		Jerry L.	Jorge O.		0.0%								
34377	3/14/2022	City of Long Beach	Dist. 8 - Locust Ave. between Silva St. & Mountain View	$ 158,575.71	3		Day		Jerry L.	Jorge O.		0.0%								
34378	3/14/2022	City of Long Beach	Dist. 8 - Atlantic Avenue between 45th Street and 46th S	$ 277,121.76			Day		Jerry L.	Jorge O.		0.0%								
34379	3/14/2022	City of Long Beach	Dist. 8 - Pacfic Ave. between Del Amo Blvd. & 52nd St.	$ 376,439.62			Day		Jerry L.	Jorge O.		0.0%								
34380	3/14/2022	City of Long Beach	Dist. 7 - 27th Street between Delta Ave. & Gale Ave.	$ 340,774.47			Day		Jerry L.	Jorge O.		0.0%								
34381	3/14/2022	City of Long Beach	Dist. 7 - Cots Avenue between 25th Street & Willow Ave	$ 257,370.99			Day		Jerry L.	Jorge O.		0.0%								
34521	3/4/2021	Belco Elecnor Group	San Gabriel - Instersection Safety Improvements	$ 118,850.00	20	90	Day		Maurice	John M.	Deonne	0.0%								
33575?	2/25/2021	Crosstown Electrical Data, Inc.	Caltrans - 07-4V1404 Route 213 Bid	$ 211,510.00	20	45	Day		Maurice	John M.	Deonne	0.0%								
	6/4/2019	County of Los Angeles	RMDJOC 6635 Pavement Preservation (Seal Coats) South Los Angeles County	$ 4,700,000.00	1,000		Day	365 Calendar Days	Jerry	John M	Ted	99.0%	7/11/2019	6/17/2019	7/16/2019	FedEx				
	4/14/2020	County of Los Angeles	RMDJOC6680 Pavement Preservation (Seal Coats), South Los Angeles County	$ 4,800,000.00			Day		Brian A	Darren		99.0%	6/3/2020	4/22/2020	6/5/2020	FedEx				
	4/14/2020	County of Los Angeles	RMDJOC6690 Pavement Reconstruction (Sustainable) South Los Angeles County RMDJOC6690	$ 1,588,381.00			Day		Kim	Doug	Deonne	99.0%	6/3/2020	4/22/2020	6/5/2020	FedEx	9/29/2020			
	10/13/2020	Los Angeles County Department o	SWMJOC6700 Pavement Reconstruction (Sustainable) S. Los Angeles County	$ 5,100,000.00				Annual	Kim	John M	Deonne	99.0%								
	3/25/2016	Flatiron	Disneyway - Anaheim	$ 304,227.00	3,650		Day	2 years	Brett	Rick		0.0%								
	6/13/2019	ARB	LA World Airport-Terminal Cores & APM Interface Project	$ 113,842.50	160	0	Day		Gordon	Art		0.0%								
	8/21/2019	Chumo Construction	Route 57	$ 63,245.00	198	0	Night	440 Working Days	Jim	Art		0.0%								
	11/12/2019	Hathaway Dinwiddie	Spectrum Terrace Phase 2	$ 799,827.00	7330	0	Day		Greg	Rick		0.0%								
	3/17/2020	City of Anaheim	Master Agreement for Slurry Seal and Crack Seal Services				Day		Brian A	Rick	Mindie	0.0%	3/18/2020	3/17/2020	3/25/2020	FedEx	9/2/2020			
	7/29/2020	Tenaja Comm Services District	Overlay and Repair to Calle Pino	$ 92,600.00	412	0	Day	15 Working Days	Augustine	Jerry	Gio	0.0%								
	9/10/2020	Los Angeles Depart.Of Power And	REBID Pine Tree Wind Power Plant Access Road Repair & Improvement	$ 810,400.00					Brian A	Darren	Deonne	0.0%	1/13/2021		1/19/2021	FedEx				
	1/19/2021	County of Orange	JOC for Slurry and Paving Services-Facilities-MA-080-21011081	$ 1,045,922.00			Day	365 Calendar Days	Gordon	Rick	Gio	0.0%	1/25/2021		1/26/2021	Docusign				
	4/15/2021	R.V. Concrete	Route 91, 15 08-1L6804	$ 364,200.00	1660	0	Night	95 Working Days	Jim	Art		0.0%								
	5/18/2021	County of Orange	JOC for Pavement Maintenance FY 2021-2022	$ 3,952,801.41	0	0	Day	365 Calendar Days	Gordon	Rick S.	Gio	0.0%								
	9/26/2021	City of Riverside	2020/2021 SB-1 Street Maintenance Improvements	$ 4,734,134.00	20000	800	Day	140 Working Days	Jim	John W.		0.0%	11/10/2021	11/10/2021						
	10/14/2021	Walsh	Mckinley Grade Separation - Corona	$ 1,089,897.00	12557	0	Both	460 Working Days	Gordon	Art R.		0.0%	1/24/2022							
	10/14/2021	City of El Monte	Sewer Replacement Nevada Avenue & Bodger St Area	$ 3,055,667.90			Day		Bob			0.0%								
	12/2/2021	SRK Engineering	Industrial Streets (Phase 1) Water and Sewer Main Improvements	$ 610,838.90	5510	0	Day	75 Working Days	Jim	Art		0.0%								
	12/6/2021	Riverside Construction	Loma Linda- California Street Widening	$ 525,350.00	5110	0	Day		Maurice	Art		0.0%								
	12/7/2021	Colich & Sons	POLB - Critical Valve Replacement	$ 39,690.00	162	0	Day	90 Calander Days	Gordon	Art		0.0%								
	12/10/2021	City of Huntington Beach	Junior Lifeguard Parking Lot Part of Annual Contract	$ 608,710.44	2523	10	Day	30 Working Days	Jim	Jorge O		0.0%								
34389	12/14/2021	City of Burbank	Local/Residential Street Rehab Phase 1 of Cycle 2	$ 7,761,320.00	51100	918	Day	140 Working Days	Gordon	John M	Deonne	0.0%	2/18/2022		3/3/2022		3/31/2022			
	12/16/2021	R.V. Concrete	Caltrans 08-1J2104, Route 60,Chino	$ 122,100.00	780	0	Night	370 Working Days	Jim	Art		0.0%								

Job No.#	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement
34465	12/21/2021	Beazer Homes	Palomar , McVicar and Grand Street Signing & Striping Improvements in the City of Wildomar	$ 1,177,177.00	2000	600	Day	60 Working Days	Miguel	John W.		0.0%	1/01//2022	11/5/1900						
	1/6/2022	Landsea Homes	Coyote Canyon Road Street Improvements	$ 1,299,299.00	9600	900	Day	30 Working Days	Miguel	Jim H		0.0%	3/25/2022	3/25/2022	3/25/2022	DocuSign				
	1/6/2022	City of Vernon	Pacific Blvd., Santa Fe, & Vernon Ave Street Improvem	$ 878,606.00	4500	0	Day	45 Working Days	Jim	John M	Deonne	0.0%								
	1/11/2022	Heritage Fields El Toro, LLC	District 2 Marine Way Street Improvements, City of Irvin	$ 2,949,900.00	13000	800	Day	160 Working Days	Miguel	Rick		0.0%								
	1/12/2022	City of Torrance	Residential & Arterial Pavement Improvement	$ 7,077,915.00	39444	190	Day	150 Working Days	Gordon	John M.	Deonne	0.0%								
	1/12/2022	City of Los Angeles	Balboa Blvd Widening at Devonshire Street	$ 1,775,566.25	1315	229	Day	485 Calendar Days	Gordon	John M.	Deonne	0.0%								
	1/15/2022	JM Construction Inc	Fallbrook Redeye Road Pavement Repair	$ 343,674.00	1800	0	Day	120 Calendar Days	Augustine	Jerry	Gio	0.0%	2/1/2022							
	2/1/2022	City of Santa Ana	Macarthur Boulevard Resurfacing: Flower Street to Mai	$ 823,333.00	3330	300	Day	60 Working Days	Jim	Rick S.	Gio	0.0%								
	2/1/2022	Harbor Companies	08-1M0004	$ 224,500.00	54	298	Night	45 Working Days	Jim	Jim H.		0.0%								
	2/1/2022	City of Rancho Santa Margarita	FY 21/22 Annual Residential Overlay	$ 135,693.00	845	0	Day	25 Working Days	Jim	Rick S.	Gio	0.0%								
	2/1/2022	City of Santa Ana	Garney Business Improvements	$ 4,189,151.00	18000	2000	Day/Night	70 Working Days	Jim	Rick S.	Gio	0.0%								
	2/8/2022	Riverside Construction	Route 215	$ 1,147,521.00	7030	0	Day	90 Working Days	Jim	Art		0.0%								
	2/17/2022	Caltrans	12-0S8604 - Route 39	$ 4,044,788.00	21300	0	Day	80 Working Days	Jim	Doug H.		0.0%								
	2/24/2022	Wreck Age Demolition, Inc.	Gladstone Reservoir Demolition & Parking Lot Improv	$ 65,351.00	521	0	Day	4 Working Days	Augustine	Jim H.	Gio	0.0%								
	2/25/2022	City of Riverside	Permanent Trench Resurfacing for Oleander Court Wat	$ 115,511.00	220	10	Day	21 Working Days	Kim	John W.		0.0%								
	3/1/2022	City of Paramount	Neighborhood St Improvement on Various City Streets	$ 1,036,669.00	3752	440	Day	40 Working Days	Maurice	Rick S.	Gio	0.0%	3/21/2022	3/17/2022						
34466	3/1/2022	Euclid Land Venture, LLC	Merrill Avenue Street Widening	$ 915,915.00	4600	0	Day	40 Working Days	Miguel	Jerry E.		0.0%	4/5/2022	3/16/2022	4/8/2022	DocuSign				
	3/1/2022	VLJM, LLC	Repair Asphalt Road 53 Area to San Mateo Rd	$ 1,926,760.00	11600	20	Day	120 Working Days	Augustine	Jim H.	Gio	0.0%								
	3/2/2022	City of Long Beach	Market Street Corridor Improvement Project R-7177	$ 7,394,311.00	11500	1423	Day	240 Working Days	Kim	Jorge O.		0.0%	4/1/2022	4/4/2022						
	3/2/2022	City of Sierra Madre	2021-22 Street Improvement Project	$ 584,442.00	1620	260	Day	60 Working Days	Maurice	Jim H	Gio	0.0%	3/29/2022	3/29/2022	3/31/2022	FedEx				
	3/10/2022	Corner Keystone Const Corp.	Fire Station 31-Seismic Retrofit-Reloc Site Improv	$ 64,890.00	600	0	Day	4 Working Days	Augustine	Jim H.	Gio	0.0%								
	3/15/2022	K1 Speed, Inc.	K1 Speed Race Track-Paving	$ 1,170,858.00	4112	0	Day	15 Working Days	Maurice	John W.		0.0%								
34433	3/22/2022	La Habra Heights	FY 2020-21 Street Improvement Project 1031522-	$ 1,066,168.00	2574	40	Day	80 Working Days	Maurice	Rick S	Gio	0.0%	4/12/2022	4/12/2022	4/22/2022	FedEx				
34452	3/23/2022	Meritage Homes	Sorenstam Drive Street Improvements - Beaumont, CA	$ 894,889.00	4000	800	Day	35 Working Days	Miguel	John W.		0.0%	3/31/2022	3/23/2022						
	3/24/2022	City of Santa Ana	Local Street Slurry Seal FY 21-22	$ 2,189,000.00	5600	400	Day	60 Working Days	Jim	Rick S.	Gio	0.0%								
	3/30/2022	RV Concrete	Route 57, 12-0S8804	$ 1,285,956.00	8310	0	Night	90 Working Days	Jim	Art		0.0%								
	3/30/2022	City of Torrance	Crenshaw Blvd Rehabilitation	$ 4,253,680.00	14700	850	Day	130 Working Days	Gordon	John M.	Deonne	0.0%								
34427	4/1/2022	City of Long Beach	Dist. 6 - 11th Street B/T M.L.K. Jr. Ave. & Orange - Pete	$ 953,698.35	1513		Day		Jerry L.	Jorge O.		0.0%								
34428	4/1/2022	City of Long Beach	Dist. 2 - S/S 11th Street B/T Orange Ave. & Gardenia A	$ 457,736.58	698							0.0%								
34430	4/1/2022	City of Long Beach	Long Beach Blvd. B/T Voctoria Street & Neece Street R	$ 1,418,539.39	2100		Day		Jerry L.	Jorge O.		0.0%								
34461	4/8/2022	City of Long Beach	New York Street between Atlantic Avenue & Lewis Aver	$ 44,218.59	2		Day		Jerry L.	Jorge O.		0.0%								
34462	4/8/2022	City of Long Beach	Termino Avenue between 3rd Street and 4th Street R-7	$ 31,552.95	2		Day		Jerry L.	Jorge O.		0.0%								
34463	4/8/2022	City of Long Beach	Ximeno Avenue between 4th Street and 10th Street R-7	$ 73,502.62	47		Day		Jerry L.	Jorge O.		0.0%								
34464	4/8/2022	City of Long Beach	Bellflower boulevard between Garford Street and Stearr	$ 515,476.10	2637		Day		Jerry L.	Jorge O.		0.0%								
	4/8/2022	Orbis Real Estate	Riverside Dr. and Milliken Ave. Street Improvement	$ 2,085,085.00	4000	2200	Day	45 Working Days	Miguel	Jim H		0.0%		4/18/2022						
	4/4/2022	City of Costa Mesa	Wilson Street Improvement Project No. 22-01	$ 1,061,160.00	2660	250	Day	50 Working Days	Kim B.	Doug H.		0.0%								
	4/5/2022	Caltrans	Route 15, 215	$ 6,810,043.00	40000	0	Night	60 Working Days	Jim			0.0%								
34220	1/18/2022	Duke Realty	Perry St. & Barrett Ave. Street Improvements - Perris	$ 496,701.00			Day		Miguel	Jared I.		0.0%	1/27/2022	1/27/2022	1/28/2022	DocuSign				
	4/19/2022	City of Stanton	FY 21/22 Citywdie Street Resurfacing	$ 1,932,226.00	7000	100	Day	60 Working Days	Jim	Rick S.		0.0%								
34481	12/2/2021	Green Giant Landscape	Bluff Top Parl Trail - HB	$ 395,374.00	2500	0	Day	30 Working Days	Jim	Art		0.0%	4/18/2022	4/18/2022	4/20/2022					
34483	4/20/2022	City of Newport Beach	Asplundh Construction - Balboa Blvd. Median Isalnd	$ 166,100.00			Day		Kim B.	Jorge O.		0.0%								
34484	4/20/2022	City of Long Beach Water	WD08-22 Zone 1 (Red) N to 405 W to Lakewood	$ 860,000.00			Day		Kim B.	Jorge O.		0.0%								
34485	4/20/2022	City of Long Beach Water	WD08-22 Zone 2 (Green) 405 to PCH, W to Redondo	$ 860,000.00			Day		Kim B.	Jorge O.		0.0%								
34486	4/20/2022	City of Long Beach Water	WD08-22 Zone 3 (Yellow) PCH to Water, W to Redonc	$ 860,000.00			Day		Kim B.	Jorge O.		0.0%								
34487	4/20/2022	City of Long Beach Water	WD08-22 Zone 4 (Blue) PCH/7th to Water, Redondo to	$ 860,000.00			Day		Kim B.	Jorge O.		0.0%								
34488	4/20/2022	City of Long Beach Water	WD08-22 Zone 5 (Orange) Del Amo to 7th/PCH, Redo	$ 860,000.00			Day		Kim B.	Jorge O.		0.0%								
	4/21/2022	City of San Marino	Street Rehabilitation Program Project 21-9271	$ 3,532,222.00	15470	1180	day	60 Working Days	Maurice	TBD	Deonne	0.0%								
	4/21/2022	City of Jurupa Valley	Mission Blvd. Pavement Rehab Project 21103 Ph.2	$ 2,074,442.00	12550	0	Day	40 Working Days	Maurice	TBD	Gio	0.0%								
	4/19/2022	Keystone DCS	Craimer Ln Project	$ 237,300.00	750	0	Day	5 Working Days	Augustine	Doug	Deonne	0.0%								
34495	4/19/2022	City of Rancho Santa Margarita	Arroyo Vista Rehab	$ 466,705.00	1000	0	Day	45 Working Days	Jim	Rck S.	Gio	0.0%	4/19/2022	4/19/2022	4/25/2022					
34497	11/23/2022	City of Huntington Beach	HB Police Helipad	$ 393,120.00	1120	230	Day	30 Working Days	Jim	Jorge O.		0.0%								
34503	4/27/2022	City of Long Beach	Anaheim Street between Oregon Avenue & Pacific Avel	$ 1,131,494.16	4180		Day		Jerry L.	Jorge O.		0.0%								
34504	4/27/2022	City of Long Beach	E. Anaheim Street Atlantic Avenue and Alamitos Avenu	$ 1,180,243.73	2700		Day		Jerry L.	Jorge O.		0.0%								
34505	4/27/2022	City of Long Beach	Loynes Drive between Bellflower Street & Pacific Coast	$ 409,726.76	682		Day		Jerry L.	Jorge O.		0.0%								
			Month Total	$ 28,576,696.74	$ 98,229.00															
			Apparent Low Total	$ 120,478,576.64	$ 479,380.00															
			Public Works Backlog	$ 326,595,909.85																

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work
SEE ATTACHED PAST WORK REFERENCES			

2020
PAST WORK REFERENCES

City of Ontario
303 East B Street
Ontario, CA 91764
Contact: Ariana Kern (909) 395-2129
akern@ontarioca.gov

2020 Fall Pavement Rehabilitation Project
Contract Amount: $2,499,333.00
Start Date: 07/2020
End Date: 12/2020

City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354
Contact: T. Jarb Thaipejr (909) 799-4400
jthaipejr@lomalinda-ca.gov

Pavement Rehabilitation – Barton Road
Contract Amount: $768,677.00
Start Date: 04/2020
End Date: 12/2020

City of Jurupa Valley
8920 Limonite Avenue
Jurupa Valley, CA 92509
Contact: Chase Keys (951) 332-6464
ckeys@jurupavalley.org

Granite Hill Drive Pavement Rehabilitation
Contract Amount: $999,777.00
Start Date: 04/2020
End Date: 10/2020

County of Orange
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701
Contact: Albert Rodriguez
albert.rodriguez@ocpw.ocgov.com

JOC Pavement Maintenance
Contract Amount: $2,584,747.69
Start Date: 07/2020
End Date: 08/2020

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Contact: Brittany Duhn (Z & K Consultants)
bduhn@zandkconsultants.com

Annual Residential Street Rehabilitation – Phase 1
Contract Amount: $5,295,068.00
Start Date: 05/2020
End Date: 11/2020

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Contact: Joe Fuentes (714) 536-5259
jfuentes@surfcity-hb.org

Arterial Rehabilitation of Graham St, Slater Ave, Newland St and Atlanta Ave
Contract Amount: $5,181,955.00
Start Date: 05/2020
End Date: 11/2020

2020
PAST WORK REFERENCES

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Contact: Patricia Kharazmi (949) 644-3344
pkharazmi@newportbeachca.gov

Cameo Highlands Street Reconstruction
Contract Amount: $2,425,694.00
Start Date: 07/2020
End Time: 11/2020

City of Westminster
8200 Westminster Boulevard
Westminster, CA 92683
Contact: Theresa Tran (714) 548-3460
ttran@westminster.ca.gov

Citywide Overlay Street Improvements
Contract Amount: $1,131,621
Start Date: 02/2020
End Date: 06/2020

Crescenta Valley Water District
2700 Foothill Boulevard
La Crescenta-Montrose, CA 91214
Contact: Brook Yared (818) 236-4117
byared@cvwd.com

Final Paving of Pennsylvania Ave
Contract Amount: $82,620.00
Start Date: 02/2020
End Date: 04/2020

City of Alhambra
111 S. 1st Street
Alhambra, CA 91801
Contact: Robert Bias (626) 580-5000
rbias@cityofalhambra.org

2020 HUD Street Improvements Project
Contract Amount: $300,433.00
Start Date: 06/2020
End Date: 10/2020

County of Ventura
800 S. Victoria Avenue, #1600
Ventura, CA 93009
Contact: Matt Maechler (805) 477-1911
matthew.maechler@ventura.org

Yerba Buena Rd. (South) Pavement Resurfacing
Contract Amount: $2,298,467.40
Start Date: 03/2020
End Date: 06/2020

City of Camarillo
601 Carmen Drive
Camarillo, CA 93010
Contact: Thang Tran (805) 388-5345
ttran@cityofcamarillo.org

Earl Joseph Drive Paving
Contract Amount: $681,901.50
Start Date: 06/2020
End Date: 07/2020

2020
PAST WORK REFERENCES

City of Norco
2870 Clark Avenue
Norco, CA 92860
Contact: Sam Nelson (951) 270-5607
snelson@ci.norco.ca.us

FY 2019-2020 Slurry Seal Project
Contract Amount: $147,708.97
Start Date: 06/2020
End Date: 12/2020

City of Orange
300 E. Chapman Avenue
Orange, CA 92886
Contact: Martin Varona (714) 744-5563
mvarona@cityoforange.org

Annual Slurry Seal FY 19-20 Various Locations
Contract Amount: $377,737.78
Start Date: 06/2020
End Date: 12/2020

2019
PAST WORK REFERENCES

City of Simi Valley
2929 Tapo Canyon Rd.
Simi Valley, CA 93063
Contact: Sarah Sheshebor (805)583-6792
sshesheb@simivalley.org

Simi Valley Minor Street Rehabilitation
Contract Amount: $510,124.25
Start Date: 07/2019
End Date: 08/2019

County of Ventura
501 Poli Street
Ventura, CA 93001
Contact: Christopher Solis (805) 654-2054
chris.solis@ventura.org

Yerba Buena Area Resurfacing Project
Contract Amount: $3,919,808.95
Start Date: 06/2019
End Date: 12/2019

City of Stanton
7800 Katella Avenue
Stanton, CA. 90680
Contact: Guillermo Perez (714) 890-4204
gperez@ci.stanton.ca.us

2019 Citywide Street Resurfacing
Contract Amount: $1,206,869.00
Start Date: 10/2019
End Date: 12/2019

City of Compton
205 S. Willowbrook Avenue
Compton, CA. 90220
Contact: John Strictland (310) 605-5505
jstrictland@comptoncity.org

Road Repair Service (Pothole Repair)
Contract Amount: $1,019,100.00
Start Date: 08/2019
End Date: 11/2019

City of San Clemente
910 Calle Negocio
San Clemente, CA. 92673
Contact: Darra Koger (949) 361-3138
kogerD@san-clemente.org

Street Rehabilitation for S. Avenue LA Esperanza
Contract Amount: $384,055.00
Start Date: 09/2019
End Date: 10/2019

City of South Gate
8650 California Avenue
South Gate, CA. 90280
Contact: John Rico (323) 563-9594
jrico@sogate.org

Circle Park Driveway Project
Contract Amount: $268,576.00
Start Date: 06/2019
End Date: 09/2019

2019
PAST WORK REFERENCES

Pardee Homes
1250 Corona Pointe Court, Ste. 600
Corona, CA. 92879
Contact: Nick Lasher (951) 428-4442
nick.lasher@pardeehomes.com

Railroad Canyon Widening
Contract Amount: $5,062,746.00
Start Date: 11/2018
End Time: 08/2019

City of Fontana
8353 Sierra Avenue
Fontana, CA. 92335
Contact: Kimberly Young (909) 350-7632
kyoung@fontana.org

Citrus Avenue Improvements
Contract Amount: $502,730.00
Start Date: 08/2018
End Date: 10/2019

DR Horton
2280 Wardlow Circle Ste. 100
Corona, CA. 92880
Contact: Keith Alex (951) 830-5872
kalex@drhorton.com

Singlton Road
Contract Amount: $1,684,000.00
Start Date: 07/2018
End Date: 12/2019

Irvine Community Development Company
550 Newport Center Dr. Ste. 550 B2
Newport Beach, CA. 92660
Contact: Mike Morse (949) 720-2560

Portola Springs PA-6 Enclave 5B Phase1, 2
Contract Amount: $2,055,055.00
Start Date: 09/2018
End Date: 12/2019

City of Downey
11111 Brookshire Avenue
Downey, CA. 90241
Contact: Desi Gutierrez, (562) 904-7110
dgutierr@downeyca.org

FY 18/19 Slurry Seal Project
Contract Amount: $313,425.87
Start Date: 06/2019
End Date: 12/2019

2019
PAST WORK REFERENCES

City of Chino
PO Box 667
Chino, CA. 91708
Contact: Dustin Postovoit (909) 334-3415
apostovoit@cityofchino.org

Slurry Seal Maintenance Work
Contract Amount: $372,805.00
Start Date: 1/2019
End Date: 12/2019

City of Lancaster
44933 Fern Avenue
Lancaster, CA. 93534
Contact: Greg Wilson (661) 570-8003
gwilson@cityoflancasterca.org

2018 Pavement Management Program
Contract Amount: $2,720,103.65
Start Date: 3/2019
End Date: 12/2019

City of Colton
650 N. La Cadena Dr.
Colton, CA. 92324
Contact: Victor Ortiz (909) 370-5099
vortiz@coltonca.gov

FY 18-19 Asphalt Paving Project
Contract Amount: $1,377,700.00
Start Date: 3/2019
End Date: 11/2019

City of Cathedral City
68700 Ave Lalo Guerrero
Cathedral City, CA. 92234
Contact: John A. Corella (760) 770-0349
jcorella@cathedralcity.gov

Ortega Road Widening
Contract Amount: $459,998.00
Start Date: 2/2019
End Date: 12/2019

City of San Clemente
910 Calle Negocio
San Clemente, CA. 92673
Contact: Gary Voborsky (949) 361-6132
voborskyg@san-clemente.org

Arterial Street Pavement Maintenance
Contract Amount: $1,187,187.00
Start Date: 3/2019
End Date: 7/2019

"2018"
PAST WORK REFERENCES

City of Moreno Valley

14177 Frederick St.

P.O. Box 88005

Moreno Valley, CA 92552

Contact: Henry Ngo, P.E., (951)413-3106

henryn@moval.org

Alessandro Blvd. Street Improvements at Chogall Court and Graham Street

Contract Amount: $445,821.50

Start: 05/2018

Complete: 11/2018

City of Aliso Viejo

12 Journey Street Ste #100

Aliso Viejo, CA 92656

Contact: Mari Shakir, (949)425-2556

Mshakir@cityofalisoviejo.com

Aliso Creek and Road Rehab

Contract Amount: $657,770.00

Start: 05/2018

Complete: 10/2018

City of Jurupa Valley

8304 Limonite Avenue Suite M

Jurupa Valley, CA 92509

Contact: Chase Keys, (951)332-6464

ckeys@jurupavalley.org

Van Buren Blvd. Pavement Rehab.- PH2

Contract Amount: $781,845.00

Start: 08/2018

Complete: 09/2018

City of Irwindale

5050 N. Irwindale Avenue

Irwindale, CA 91706

Contact: Richard Corpis, (626)430-2200

rcorpis@irwindaleCA.gov

Irwindale 2017-2018 Resurfacing Project

Contract Amount: $285,503.10

Start: 07/2018

Complete: 08/2018

"2018"
PAST WORK REFERENCES

County of Los Angeles
P.O. Box 7508
Alhambra, CA 91802
Contact: Hoda Hassan, (626)458-3144
HHASSAN@dpw.lacounty.gov

Pine Canyon Road
Contract Amount: $3,288,999.00
Start: 06/2018
Complete: 11/2018

City of Rolling Hills Estates
4045 Palos Verdes Drive
Rolling Hills Estates, CA 90274
Contact: Scott Gibson (909)210-0548
sgibson@hrgreen.com

2017-18 Street Resurfacing Project
Contract Amount: $1,203,292.50
Start: 03/2018
Finish: 09/2018

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Contact: Jim Escutia (714)536-5525
jescutia@surfcity-hb.org

Heil and Main Street
Contract Amount: $2,285,562.00
Start: 11/2017
Finish: 06/2018

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Contact: Jazmine Pena (909) 350-6648
jpena@fontana.org

Valley Blvd. Median Improvement Project
Contract Amount: $164,715.00
Start: 03/2018
Finish: 05/2018

"2018"
PAST WORK REFERENCES

City of Lake Forest

25550 Commercentre Drive

Lake Forest, CA 92630

Contact: Taylor Abernathy, (949)461-3490

tabernathy@lakeforestca.gov

Bake Parkway at Trabuco Road

Contract Amount: $121,621.00

Start: 02/2018

Finish: 06/2018

City of La Quinta

74-495 Calle Tampico

La Quinta, CA 92253

Contact: Ubaldo Ayon Jr., (760)777-7051

uayon@la-quinta.org

FY 16-17 Phase 2 Desert Club

Contract amount: $697,474.76

Start date: 06/2017

Finish date 12/2017

City of Canyon Lake

31516 Railroad Canyon Road

Canyon Lake, CA 92587

Contact: Kenneth Bailey, (951)244-2955

kennethbailey@caaprofessionals.com

Slurry Seal FY 2017-2018 Railroad Canyon/ Canyon Lake Drive

Contract amount: $263,241.63

Start date: 03/2018

Finish date: 12/2018

City of Newport Beach

100 Civic Center Drive

Newport Beach, CA 92660

Contact: Alfred Castanon, (949) 644-3314

ACastanon@newportbeachca.gov

West Coast Highway Landscape Improvements, Phase 1, Contract No. 7189-1

Contract amount: $604,284.50

Start date: 06/2018

Finish date: 11/2019

"2018"
PAST WORK REFERENCES

Town of Apple Valley

14955 Dale Evans Parkway

Apple Valley, CA 92307

Contact: Rich Berger, (760)240-7000 ext 7530
rberger@applevalley.org

Navajo Road Rehabilitation

Contract amount: $849,182.00

Start date: 07/2017

Finish date: 12/2017

City of Indian Wells

44-950 Eldorado Drive

Indian Wells, CA 92210

Contact: Ken A. Seumalo, P.E., (760)346-2489,

kseumalo@IndianWells.com

Cook Street Rubberized Pavement Overlay

Contract amount: $599,599.59

Start date: 05/2018

Finish date: 12/2018

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

SEE ATTACHED RESUME

2. Summarize each person's specialized education:

SEE ATTACHED RESUME

3. List each person's years of construction experience relevant to the project:

SEE ATTACHED RESUME

4. Summarize such experience:

SEE ATTACHED RESUME

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by City.

Rick Selph

All American Superintendent

(951)453-4645

Rick Selph has been with All American Asphalt with 32 years where he has held a variety of different positions, most currently being a manager for over 20 years.

As a superintendent, Rick is in charge scheduling jobs, attending meetings, consistently improving job quality and keeping accurate records of quantities used on jobs to maintain meticulous invoicing.

All American Asphalt feels that Rick Selph is the best superintendent for this job because of his extensive knowledge of Orange County.

References:

Reza Jafari	City of Irvine	949-724-7545
Tom Banks	City of Costa Mesa	714-925-7424

P.O. Box 2229, Corona, CA 92878-2229

Art Ramirez

Work History

1988–Present All American Asphalt Corona, CA

Paving Superintendent

- Managed daily operations for paving.
- Responsible for proper placement of asphalt materials.

1980–1988

Operating Engineer

- Responsible for daily maintenance and operation of various heavy machinery, including paving machines.

1978–1980 Guy F. Atkinson California

Operating Engineer

- Responsible for daily maintenance and operation of various heavy machinery, including paving machines.

1976–1978 R.J. Noble Orange, CA

Operating Engineer

- Responsible for daily maintenance and operation of various heavy machinery, including paving machines.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder: All American Asphalt

Signature: 

Name: Edward J. Carlson

Title: Vice President

Dated: 4/28/22

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number
Striping	BC Traffic Specialist	Garden Grove Ca	877686	1000407561
Crack Fill	MD Rubberized Crack Fill	Lake Forest, Ca	986686	1000006438

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

Portion of Work	Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder All American Asphalt

Signature 

Name Edward J. Carlson

Title Vice President

Dated 4/28/22

END OF LIST OF SUBCONTRACTORS FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 18

SECTION 00450
IRAN CONTRACTING ACT CERTIFICATION
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☑ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

□ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

□ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed: _____

Titled: Edward J. Carlson, Vice President

Firm: All American Asphalt

Date: April 28, 2022

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00460
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
FY 22-23 SLURRY SEAL & REHABILITATION PROJECT

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: All American Asphalt

DIR Registration Number: 1000001051

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder All American Asphalt

Signature _____

Name Edward J. Carlson

Title Vice President

Dated April 28, 2022

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Contractor Information

Legal Entity Name
ALL AMERICAN ASPHALT
Legal Entity Type
Corporation
Status
Active
Registration Number
1000001051
Registration effective date
7/1/2020
Registration expiration date
6/30/2023
Mailing Address
PO BOX 2229 CORONA 92878 CA United States ...
Physical Address
400 E SIXTH ST CORONA 92879 CA United State...
Email Address
Trade Name/DBA
License Number(s)
CSLB:267073
CSLB:267073

Registration History

Effective Date	Expiration Date
5/11/2018	6/30/2019
5/8/2017	6/30/2018
5/2/2016	6/30/2017
6/9/2015	6/30/2016
8/25/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2023

Legal Entity Information

Corporation Number:
057879
Federal Employment Identification Number:
President Name:
MARK LUER
Vice President Name:
EDWARD J CARLSON
Treasurer Name:
MICHAEL FARKAS
Secretary Name:
MICHAEL FARKAS
CEO Name:

Agent of Service Name:
MICHAEL FARKAS
Agent of Service Mailing Address:
400 E SIXTH ST CORONA 92879 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:	No

Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier
Policy Holder Name:ALL AMERICAN ASPHALT**Insurance Carrier:**
ZURICH AMERICAN INSURANCE COMPANY**Policy Number:**WC593205701**Inception date:**
7/31/2019**Expiration Date:**8/30/2020

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Shaun Pelletier, Director of Public Works/City Engineer

SUBJECT: THREE-YEAR AGREEMENT WITH NV5, INC. FOR CONSTRUCTION INSPECTION SERVICES

Recommended Actions:

1. Approve a 3-year agreement with NV5, Inc. to perform construction inspection services; and

2. Authorize the City Manager to execute a professional services agreement with NV5, Inc. for an amount of approximately $100,000 annually not to exceed $300,000 over the 3-year term of the agreement.

Fiscal Impact:

Funds for construction inspection services ($130 per hour) will be included in each CIP project budget. The funding sources are typically Gas Tax, Measure M, Community Development Block Grant, or Community Enhancement. Any construction inspections services required for private development projects will be funded by the developer.

Background:

The City has several CIP projects budgeted for construction in fiscal years 2022-23 through 2024-25. Inspection services are required to ensure the projects are constructed in conformance with the construction documents and applicable codes and regulations, completed within contractual time requirements, and completed within the limits of the budget. Award of this agreement also provides for on-call inspection services when necessary.

NV5, Inc. has provided construction inspection services for the City since 2012 as CivilSource, Inc. and will reach the end of their current agreement on June 30, 2022. In 2016, CivilSource, Inc. was acquired by NV5, Inc.

A request for proposals (RFP) was issued for construction inspection services on March 23, 2022 and was advertised on the City website. On April 13, 2022, staff received ten (10) proposals for providing the requested construction inspection services. Staff

reviewed the proposals for their ability to perform the service, ability to meet time requirements, reference checks, and reasonableness of cost.

Staff ranked the firms as follows:

1. NV5, Inc.
2. Dudek
3. Onward
4. ERSC
5. SA Associates
6. Wallace and Associates
7. Z&K Consultants
8. FCG Consultants
9. AESCO
10. Transtech

Discussion:

Staff recommends NV5, Inc. to perform the construction inspection services because of their thoroughness in their work plan; their concern for traffic control, quality assurance, and their local experience in inspecting pavement rehabilitation and slurry seal projects. NV5, Inc. has provided satisfactory service to the City since 2012, and has experience in other cities including Yorba Linda, Placentia, and Irvine.

If approved, NV5, Inc. will provide the Construction Inspection services on an as needed basis as directed by the City's Public Works Director for a 3-year period. After the initial term, the City has the option to renew the Agreement for two (2) additional one-year terms.

Attachment:

1. Agreement

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
CONSTRUCTION INSPECTION SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **NV5, Inc.**, a **corporation**, with its principal place of business at **163 Technology Drive, Suite 100, Irvine, CA 92618** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **Construction Inspection** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Construction Inspection** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Construction Inspection Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Construction Inspection** consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 1, 2022** to **June 30, 2025**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS FormW-9) prior to commencement of any Services under this Agreement. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services.

3.2.2.1 Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.2.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.2.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Peter Salgado**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Public Works Director/City Engineer**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Peter Salgado**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional

calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000 per occurrence, and if written with an

aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of $1,000,000 each accident.

(c) Contractors Pollution Liability: (if necessary)

Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of $5 million per loss and $10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(d) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(e) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:

(1) Additional Insured: The City of Aliso Viejo, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions where applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Thousand** DOLLARS (**$300,000.00**) ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

NV5, Inc.
163 Technology Drive, Suite 100
Irvine, CA 92618
Attn: **Peter Salgado, Project Manager**

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **Shaun Pelletier, Public Works Department**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time,

provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Fraud Policy. Consultant shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Agreement. Consultant shall submit to the City a statement signed by an authorized representative for Consultant certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any of Consultant's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request and/or termination of this Agreement. Consultant shall reimburse the City for any costs and expenses associated with fraud against the City.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this

Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 Indemnification.

3.5.7.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

3.5.7.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority

Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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 agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND NV5, INC.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2022.

CITY OF ALISO VIEJO

Approved:

By:_____
David Doyle
City Manager

ATTEST:

By:_____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____

Department of Financial Services

NV5, INC.

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

_____

_____

_____

_____

_____

_____

_____

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

_____ _____

City/County/State Date

_____ _____

Name of Business Print Name

_____

Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND MUST BE SIGNED AND ATTACHED HERETO.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Name of Business	Print Name
Signature	
Date	

EXHIBIT "A"

SCOPE OF SERVICES

1. GENERAL

The Contractor shall furnish all labor and equipment to perform construction inspection services with the primary purpose to ensure that projects are constructed in conformance with the construction documents and applicable codes and regulations, completed within contractual time requirements, and completed within the limits of the budget.

2. QUALIFICATIONS

The Contractor shall have the capability to verify construction projects are in compliance with contract documents and plans, standard drawings, Standard Specifications for Public Works Construction (Greenbook), and Caltrans Specifications.

3. SCOPE OF WORK

a. Attend and participate in pre-construction meetings.
b. Conduct daily on-site construction observation of the progress and quality of work to ensure compliance with contract documents.
c. Conduct daily and weekly meetings with the contractor to discuss daily work activities, traffic control, and any construction issues to expedite the construction of the project.
d. Anticipate, investigate, and promptly notify contractor of all defects or deficiencies in the materials and workmanship.
e. Prepare reports documenting the progress of the construction with construction observation reports noting personnel and equipment used on the site, materials delivered, weather conditions and any significant events of the day or conversations with the contractor.
f. Coordinate with local utility providers on protection, adjustment, and/or relocation of existing facilities.
g. Coordinate the timely performance of material testing and surveying.
h. Ensure best management practices and safety is performed.
i. Inspect traffic control in accordance with Caltrans Manual and WATCH Manual. Direct contractor to make corrections if necessary.
j. Prepare and update a daily correction list ('punch-list') for use by the contractor.
k. Review and provide a recommendation for contractor's request for change proposal of increase cost or time.
l. Prepare project closeout documents including key project records and documents, as-built record drawings and final punchlist.
m. Conduct walk-through with the contractor.

City may also require construction project management services, inspection services for development projects, encroachment permit inspection services, and other public works

inspection services. The scope and fees associated with this work will be determined on an as needed basis.

4. RECORDS

a. Prepare a record of the progress of the construction project by maintaining daily observation reports documenting the progress of the work as well as labor and equipment used at the job site, field conversations, safety issues, and any significant event that occurred that day.

b. Prepare a second report when extra work is performed keeping track of including labor, materials, and equipment used.

c. Project close-out including transfer of key project records and documents, materials delivered, and photographs.

d. Project

To the greatest extent possible, the consultant shall organize the project documents and deliver the final construction records to the City in accordance with Caltrans Construction Manual (Chapter 5), at the completion of the project. The consultant shall also keep a comprehensive photo and/or video log before, during and post construction.

EXHIBIT "B"

SCHEDULE OF SERVICES

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2025 to June 30, 2026. The second renewal period shall be from July 1, 2026 to June 30, 2027.

EXHIBIT "C"

COMPENSATION

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit "B" in accordance with the annual average Consumer Price Index of the prior calendar year, All Urban Consumers, Los Angeles-Long Beach-Anaheim up to a maximum percentage of five percent (5%).

Fee Schedule

The rates below are effective from June 1, 2022 through June 30, 2023.
Beginning July 1, 2023, rates will be subject to an annual rate increase of 2% per year.

CONSTRUCTION SERVICES	HOURLY RATE**
Project/Construction Manager	$160
Construction Inspector (Prevailing Wage)*	$130
Construction Administration	$90
REIMBURSABLE EXPENSES	**COST**
Reproduction	Cost
Consultant Services	Cost + 15%
Automobile Transportation	per IRS standard
Delivery, Freight, Courier	Cost
Agency Fees	Cost
Commercial Travel	Cost

* Assumes prevailing wages are applicable for field work.

** Regular rates. Work in excess of 8 hours and work on Saturdays will be billed at 1.5 times the regular rate. Work in excess of 12 hours and work on Sundays and Holidays will be billed at 2 times the regular rate.

City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	**2005-056**	**400-15**	**10/01/2008**	**1 of 8**

PURPOSE

To establish Policy and procedures for the prevention and detection of fraud and other related dishonest activities against the City and, when appropriate, to pursue legal remedies available under the law.

This Policy has been established to ensure that elected officials, officers, employees, and members of advisory boards, commissions and committees of the City of Aliso Viejo are aware of the following:

1. Acts that are considered to be fraudulent;
2. Procedures for reporting suspected fraudulent acts;
3. Steps to be taken when fraud or other related dishonest activities are suspected; and
4. Consequences to expect when a dishonest act is reported.

Further, this Policy delineates management's responsibility for instituting and maintaining a system of internal control to prevent and detect fraud, misappropriations and other irregularities, and to be alert for any indications of such misconduct.

POLICY

1. GENERAL

The City of Aliso Viejo is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, to pursue legal remedies available under law.

2. DEFINITIONS

a. Fraud – Fraud and other similar irregularities including, but not limited to:

i. claim for reimbursement of expenses that are not job-related or authorized by current policy;

ii. forgery or unauthorized alteration of documents (checks, time sheets, independent contractor agreements, purchase orders, budgets, etc.);

iii. misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.);

iv. improprieties in the handling or reporting of money or financial transactions;

v. authorizing or receiving payment for goods not received or services not performed;

vi. computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software;

vii. misrepresentation of information on documents;

viii. any violation of Federal, State, or Local laws related to dishonest activities or fraud;

ix. seeking or accepting anything of material value from those doing business with the City, including vendors, consultants, contractors, lessees, applicants, and grantees. Materiality is determined by the City's Conflict of Interest Code, which incorporates the Fair Political Practices Commission's regulations;

x. obtaining profit or personal gain as a result of "insider" knowledge of City activities;

xi. disclosing confidential and proprietary information to outside parties; or

xii. Intentional, false representation or concealment of material fact for the purpose of personal gain.

b. Employee – Any individual or group of individuals who receive compensation, either full or part-time, from the City of Aliso Viejo for employment or providing services. The term also includes any volunteer who provides services to the City through an official arrangement with the City or a City organization, as well as consultants, vendors, contractors, outside agencies and/or any other parties with a business relationship with the City of Aliso Viejo.

c. Official - Elected officials, officers, and members of advisory or appointed boards, commissions and committees.

d. Management – Any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources.

e. Internal Auditor – Any person or persons assigned by the City Manager to investigate any fraud or similar activity.

f. External Auditor – Independent audit professionals who perform annual audits of the City's financial statements.

3. INVESTIGATION

a. It is the City's intent to fully investigate any suspected acts of fraud. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or become involved in or becomes the subject of such investigation.

b. Each department of the City is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

c. The Internal Auditor, in conjunction with the City Attorney, has the primary responsibility for the investigation of fraud.

d. Throughout the investigation, the Internal Auditor will inform the City Manager of pertinent investigative findings.

e. Employees will be granted "whistle-blower protection," as described below when acting in accordance with this Policy. When informed of suspected fraud, neither the City nor any person acting on behalf of the City shall:

   i. dismiss or threaten to dismiss the Employee reporting the suspected fraud;

   ii. discipline, suspend, or threaten to discipline or suspend the Employee reporting the suspected fraud;

   iii. impose any penalty upon the Employee reporting the suspected fraud, or;

   iv. intimidate or coerce the Employee reporting the suspected fraud.

Violations of these "whistle-blower protections" may result in discipline up to and including dismissal.

f. Upon conclusion of the investigation, the results will be reported to the City Manager.

g. The City Manager, following review of investigation results, will take appropriate disciplinary action regarding Employee misconduct. Disciplinary action can include termination of employment or a contract, and referral of the case to the District Attorney's Office for possible prosecution.

h. The City will pursue every reasonable effort, including court ordered restitution, to obtain recovery of City losses from the offender, or other appropriate sources.

PROCEDURE

1. RESPONSIBILITIES OF OFFICIALS

a. If an Official has reason to suspect that a fraud has occurred, he or she shall immediately contact the City Manager.

b. An Official shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the City Manager.

c. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager in consultation with the City Attorney and the Internal Auditor.

2. MANAGEMENT RESPONSIBILITIES

a. Management is responsible for detecting, preventing and reporting fraud in their areas of responsibility.

b. Each manager should be familiar with the types of fraud that might occur in his or her area and be alert for any indication that fraud is or was in existence in his or her area.

c. When fraud is detected or suspected, Management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.

d. If Management determines a suspected activity may involve fraud, they should contact their immediate supervisor. In the event the activity involves the immediate supervisor, the activity should be reported to the Department Director.

e. Upon being notified of suspected fraud, Department Directors shall inform the City Manager.

f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, Management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrences of fraud.

g. Management shall cooperate fully with the Internal Auditor, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of fraud, including the prosecution of offenders.

h. Management will have full and unrestricted access to all necessary records and personnel. All City furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.

i. In dealing with suspected fraud, great care must be taken. Management should not:

   i. make accusations;

   ii. alert individuals suspected of committing fraud that an investigation is underway;

   iii. treat individuals suspected of committing fraud unfairly, or;

   iv. make statements that could lead to claims of false accusations or other offenses.

j. In handling suspected fraud activities, Management has the responsibility to:

   i. make no contact (unless requested) with the individual suspected of committing fraud to determine facts or demand restitution. Under no circumstances should there be any reference to “what you did”, “the crime”, “the fraud”, “the misappropriation”, etc.;

   ii. avoid discussing the case, facts, suspicions, or allegations with anyone outside the City, unless specifically directed to do so by the City Attorney;

iii. avoid discussing the case with anyone inside the City other than the City Manager, Internal Auditor, or City Attorney or law enforcement personnel;

iv. direct all inquiries from the individual suspected of committing fraud, or his or her representative, to the City Manager or City Attorney. All inquiries by an attorney representing the individual suspected of committing fraud should be directed to the City Attorney. All inquiries from the media should be directed to the City Manager, and;

v. take appropriate corrective and disciplinary action, up to and including dismissal, if authorized by and in conformance with the City's personnel policies.

3. EMPLOYEE RESPONSIBILITIES

a. Employees should report detected or suspected fraud to the Employee's supervisor.

b. In the event the suspected fraud involves the Employee's immediate supervisor, the Employee shall make the report directly to the next higher level of Management and/or the City Manager.

c. The reporting Employee shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the City Manager, Internal Auditor, City Attorney, or law enforcement personnel.

4. INTERNAL AUDITOR RESPONSIBILITIES

a. Upon assignment by the City Manager, the Internal Auditor will promptly investigate the fraud.

b. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Internal Auditor, in consultation with the City Attorney, will contact appropriate law enforcement personnel.

c. The Internal Auditor shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.

d. If evidence is uncovered showing possible fraud, the Internal Auditor will proceed as follows:

i. discuss the findings with Management and the City Manager to determine if disciplinary actions should be taken;

ii. report to the External Auditor such activities in order to assess the effect of the fraud activity on the City's financial statements;

iii. coordinate with Management regarding notification to insurers and filing of insurance claims;

iv. take immediate action, in consultation with the City Attorney, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:

(A) removing the records and placing them in a secure location, or limiting access to the location where the records currently exist, and;

(B) preventing the individual suspected of committing the fraud from having access to the records.

e. In consultation with the City Attorney and appropriate law enforcement personnel, the Internal Auditor may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.

f. If the Internal Auditor is contacted by the media regarding an alleged fraud or investigation, the Internal Auditor will direct all inquiries to the City Manager.

g. At the conclusion of the investigation, the Internal Auditor will document the results in a confidential memorandum report to the City Manager and the City Attorney. If the report concludes that the allegations are supported by evidence, the report will be forwarded to appropriate law enforcement personnel.

h. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the investigation. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Internal Auditor no later than seven (7) calendar days after notice is received.

i. The Internal Auditor shall make recommendations to the appropriate department for

assistance in the prevention of future similar occurrences.

j. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Internal Auditor to that department.

DISCIPLINARY ACTIONS

Any Employee found to be responsible for fraud or who knowingly makes false allegations in violation of this Policy shall be subject to appropriate disciplinary action, up to and including termination of employment and/or termination of the contract. The severity of the disciplinary action will be based upon the circumstances of the violation and in accordance with the City's personnel policies. The City will assess any remedial measures necessary to address and correct the circumstance and prevent reoccurrence in the future. Remedial measures may include, but are not limited to, disciplinary action, reorganization of personnel, training and education, counseling and/or other employee assistance.

EXCEPTIONS

There will be no exceptions to this Policy unless provided and approved by the City Manager and the City Attorney.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

_____ _____

Name of Business Print Name

_____

Signature

_____

Date

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Shaun Pelletier, Public Works Director/City Engineer

SUBJECT: AGREEMENTS WITH RICHARD FISHER ASSOCIATES AND RJM DESIGN GROUP, INC. FOR LANDSCAPE ARCHITECTURE AND INSPECTION SERVICES

Recommended Actions:

1. Approve an agreement with Richard Fisher Associates to perform landscape architecture and inspection services for an amount not to exceed $300,000;

2. Approve an agreement with RJM Design Group, Inc. to perform landscape architecture and inspection services for an amount not to exceed $100,000; and

3. Authorize the City Manager to execute professional services agreements with Richard Fisher Associates and RJM Design Group, Inc.

Fiscal Impact:

Approximately $40,000 will be spent annually for landscape inspection of City facilities over the initial three-year agreement period. The funding for inspection services will be budgeted as part of the facility maintenance. Any landscape inspections required for development projects will be funded by the developer. On-call landscape architecture services will be utilized as needed for City improvement projects. Funds for this work will be budgeted with each proposed project.

Background:

The Public Works Department is responsible for landscape maintenance at all City facilities. Staff determined that having a landscape inspector dedicated to overseeing the maintenance contractor's work and condition of the facilities would help increase the level of service obtained from the contractor and enhance the aesthetics at each facility.

The Public Works Department is also responsible for managing any landscape improvement projects proposed at City facilities. These types of projects typically include varying levels of design services prior to any construction activities. Having on-call landscape architecture firms available will reduce design lead time.

A request for proposals (RFP) was issued for landscape architecture and inspection services on March 23, 2022 and was advertised on the City website. On April 14, 2022, staff received three (3) proposals for providing the requested landscape architecture and inspection services. Staff reviewed the proposals for their ability to perform the service, ability to meet time requirements, reference checks, and reasonableness of cost.

Staff ranked the firms as follows:

1. Richard Fisher Associates (RFA)
2. RJM Design Group, Inc. (RJM)
3. VDLA

Discussion:

After its review staff determined that all the firms could provide the requested services and two firms were selected for the on-call work based upon their proposed work plan and references. Having two firms available provides more design options depending on the proposed project. For consistency, staff will only utilize one of the firms for inspection services. The proposed fees from both firms are fair and reasonable.

Staff recommends RJM to perform on-call landscape architecture and inspection services because of their familiarity with the City and experience working with City staff. RJM has experience in providing such services for many municipalities throughout southern California including Mission Viejo, Huntington Beach, and Laguna Niguel. RJM has provided plan check and inspection services for development projects within the City since 2005.

Staff also recommends RFA to perform on-call landscape architecture and inspection services. RFA has experience in providing such services for municipalities including Laguna Hills, Yorba Linda, and Orange. RFA will provide the regular inspection services at City facilities and has provided this service for the City since 2016.

Landscape inspection services at City facilities are estimated to cost $120,000 during the initial three-year term of the agreement. Landscape architecture services costs will vary depending on the projects proposed. The City has the option to renew the aAgreements for two (2) additional one-year terms.

Attachments:

1. Agreement with Richard Fisher Associates

2. Agreement with RJM Design Group, Inc.

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
LANDSCAPE ARCHITECTURE AND INSPECTION SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Richard Fisher Associates**, a **corporation**, with its principal place of business at **4902 Kron, Irvine, CA 92604** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **Landscape Architecture and Inspection** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Landscape Architecture and Inspection** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Landscape Architecture and Inspection Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Landscape Architecture and Inspection** consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2022** to **June 30, 2025**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS FormW-9) prior to commencement of any Services under this Agreement. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services.

3.2.2.1 Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.2.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.2.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Richard Fisher**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Public Works Director/City Engineer**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Richard Fisher**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional

calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000 per occurrence, and if written with an

aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of $1,000,000 each accident.

(c) Contractors Pollution Liability: (if necessary)

Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of $5 million per loss and $10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(d) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(e) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:

(1) Additional Insured: The City of Aliso Viejo, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions where applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Thousand** DOLLARS (**$300,000.00**) ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Richard Fisher Associates
4902 Kron,
Irvine, CA 92604
Attn: **Richard Fisher, President**

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **Shaun Pelletier, Public Works Department**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time,

provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Fraud Policy. Consultant shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Agreement. Consultant shall submit to the City a statement signed by an authorized representative for Consultant certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any of Consultant's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request and/or termination of this Agreement. Consultant shall reimburse the City for any costs and expenses associated with fraud against the City.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this

Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 Indemnification.

3.5.7.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

3.5.7.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority

Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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 agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND RICHARD FISHER ASSOCIATES

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2022.

CITY OF ALISO VIEJO

Approved:

By:_____
David Doyle
City Manager

ATTEST:

By:_____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____

Department of Financial Services

RICHARD FISHER ASSOCIATES

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

_____

_____

_____

_____

_____

_____

_____

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

_____ _____

City/County/State Date

_____ _____

Name of Business Print Name

_____

Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND MUST BE SIGNED AND ATTACHED HERETO.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Name of Business	Print Name
Signature	
Date	

EXHIBIT "A"

SCOPE OF SERVICES

The following scope of work is expected to be delivered by the Landscape Architecture & Inspection Services Contractor. The Public Works Department will administer this contract and will be responsible for reviewing and authorizing any work related to it.

At a minimum, Contractor shall have the following staff available (or equivalent) as necessary to complete assigned tasks.

- Principal
- Project Manager
- CA Licensed Landscape Architect
- Certified Irrigation Designer/Auditor
- Landscape Inspector
- Draftsperson
- Clerical

Landscape Architecture Services

From time to time the City will require Landscape Architecture Services to assist in preparing conceptual and/or construction drawings for improvements at City facilities. The scope of these projects will vary and be determined on a case by case basis. The City will request a proposal from the Contractor for each of these proposed projects as they become available to confirm scope and associated costs.

Tasks for design projects may include the following:

- Scoping meetings to determine the specific project being developed.
- Conceptual plans or renderings as requested.
- Construction plans as requested shall be submitted at the 50%, 90%, 100%, and final documents completion. Title sheet, base sheets, details, and conceptual plans within the project limits shall be included in the 50% submittal. Technical specifications and cost estimates shall be included with the 90% plans. 100% plans shall incorporate all comments. Two sets of plans 24" x 36" in size will be required for each submittal. Final documents shall be signed by the Landscape Architect in responsible charge. Electronic copies of signed documents shall also be submitted.
- Construction estimates shall be provided as requested for budget or bidding purposes.

Landscape and Tree Inspection Services

The City owns and operates the following facilities that require regular landscape and tree maintenance services provided under a separate contracts.

Iglesia Park – 24671 Via Iglesia

- Sand volleyball (1), basketball half court (1), and tennis (2) courts
- Walkways
- Tot lot and play equipment
- Picnic tables, gazebos, drinking fountains, and barbeques
- Terraced outdoor amphitheater
- Turf areas (approximately 3.0 acres)
- Shrubs and planters (approximately 1.3 acres including nature area)
- Trees

City Hall – 12 Journey

- Parking lot (approximately 0.9 acres)
- Walkways
- Planter areas (approximately 0.1 acres)
- Trees

Aquatic Center, Aliso Viejo Center, Vista Park – 29 & 31 Santa Barbara

- Parking lot with landscape islands (approximately 2.25 acres)
- Pathways and lighting
- Turf area (approximately 1 acre)
- Planter areas (approximately 1 acre)
- Picnic areas, shelters, fireplace and barbeques
- Pool decks
- Trees
- Tot lot and play equipment

Aliso Viejo Ranch – 100 Park Avenue

- Trees
- Turf area (approximately 0.45 acres)
- Shrubs (approximately 1300 linear feet along exterior of fence)

Landscaped Medians – Pacific Park Drive, Aliso Creek Road & Calle Cortez

- Trees
- Planter/shrub areas (approximately 0.75 acres)

The Landscape Inspector shall be qualified per accepted industry standards and familiar with the scope of the City's landscape maintenance services. The Contractor shall work with the City to develop a schedule for completing assigned tasks within a timeframe estimated to be four (4)

hours per week. Tasks may be weekly, monthly or as needed. Typical tasks could include the following.

- Review turf, plant, and tree maintenance
- Review facility maintenance
- Irrigation inspection
- Coordinate corrections with maintenance contractor
- Recommend improvements to the City
- Review maintenance contractor extra work proposals and invoices

Inspection services could also be requested on an as-needed basis for ongoing private development projects for compliance with the approved plans.

Expenses

Mileage will be reimbursed at the current standard mileage rate established by the IRS. Approved materials, reproductions, etc. will be reimbursed at cost plus 10%.

EXHIBIT "B"

SCHEDULE OF SERVICES

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2025 to June 30, 2026. The second renewal period shall be from July 1, 2026 to June 30, 2027.

EXHIBIT "C"

COMPENSATION

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit "B" in accordance with the annual average Consumer Price Index of the prior calendar year, All Urban Consumers, Los Angeles-Long Beach-Anaheim up to a maximum percentage of five percent (5%).

Proposed Fee Schedule

Professional Fees proposed for all As-needed Landscape Inspection Services and for all Landscape Architecture Design Services will be based on the following Professional Fees:

SCHEDULE OF HOURLY RATES

Valid through June 30, 2025

Principal Landscape Architect	$145.00
Arborist	$140.00
Landscape Inspector	$135.00
Associate	$ 85.00
AutoCAD Operator	$ 85.00
Principle Irrigation Designer	$145.00
Clerical	$ 60.00

In the event the Professional Services Agreement is renewed for an additional term(s), the rates set forth above may be adjusted at the time of renewal in accordance with a mutual agreement between ***Richard Fisher Associates*** and the **City of Aliso Viejo**.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in to addition to fees for professional services and are billed at cost plus a 10% processing fee. Reimbursable Expenses may include, but are not limited to:

A. Postage, shipping and messenger expenses other than first class mail.

B. Reprographics, such as original plots, reports, estimates, photocopying of project-related documents, copies of drawings and presentation quality perspectives.

C. Parking and mileage costs for meetings and travels within the City limits are included in the above hourly rates.

City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	**2005-056**	**400-15**	**10/01/2008**	**1 of 8**

PURPOSE

To establish Policy and procedures for the prevention and detection of fraud and other related dishonest activities against the City and, when appropriate, to pursue legal remedies available under the law.

This Policy has been established to ensure that elected officials, officers, employees, and members of advisory boards, commissions and committees of the City of Aliso Viejo are aware of the following:

1. Acts that are considered to be fraudulent;
2. Procedures for reporting suspected fraudulent acts;
3. Steps to be taken when fraud or other related dishonest activities are suspected; and
4. Consequences to expect when a dishonest act is reported.

Further, this Policy delineates management's responsibility for instituting and maintaining a system of internal control to prevent and detect fraud, misappropriations and other irregularities, and to be alert for any indications of such misconduct.

POLICY

1. GENERAL

The City of Aliso Viejo is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, to pursue legal remedies available under law.

2. DEFINITIONS

a. Fraud – Fraud and other similar irregularities including, but not limited to:

   i. claim for reimbursement of expenses that are not job-related or authorized by current policy;

   ii. forgery or unauthorized alteration of documents (checks, time sheets, independent contractor agreements, purchase orders, budgets, etc.);

iii. misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.);

iv. improprieties in the handling or reporting of money or financial transactions;

v. authorizing or receiving payment for goods not received or services not performed;

vi. computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software;

vii. misrepresentation of information on documents;

viii. any violation of Federal, State, or Local laws related to dishonest activities or fraud;

ix. seeking or accepting anything of material value from those doing business with the City, including vendors, consultants, contractors, lessees, applicants, and grantees. Materiality is determined by the City's Conflict of Interest Code, which incorporates the Fair Political Practices Commission's regulations;

x. obtaining profit or personal gain as a result of "insider" knowledge of City activities;

xi. disclosing confidential and proprietary information to outside parties; or

xii. Intentional, false representation or concealment of material fact for the purpose of personal gain.

b. Employee – Any individual or group of individuals who receive compensation, either full or part-time, from the City of Aliso Viejo for employment or providing services. The term also includes any volunteer who provides services to the City through an official arrangement with the City or a City organization, as well as consultants, vendors, contractors, outside agencies and/or any other parties with a business relationship with the City of Aliso Viejo.

c. Official - Elected officials, officers, and members of advisory or appointed boards, commissions and committees.

d. Management – Any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources.

e. Internal Auditor – Any person or persons assigned by the City Manager to investigate any fraud or similar activity.

f. External Auditor – Independent audit professionals who perform annual audits of the City's financial statements.

3. INVESTIGATION

a. It is the City's intent to fully investigate any suspected acts of fraud. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or become involved in or becomes the subject of such investigation.

b. Each department of the City is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

c. The Internal Auditor, in conjunction with the City Attorney, has the primary responsibility for the investigation of fraud.

d. Throughout the investigation, the Internal Auditor will inform the City Manager of pertinent investigative findings.

e. Employees will be granted "whistle-blower protection," as described below when acting in accordance with this Policy. When informed of suspected fraud, neither the City nor any person acting on behalf of the City shall:

   i. dismiss or threaten to dismiss the Employee reporting the suspected fraud;

   ii. discipline, suspend, or threaten to discipline or suspend the Employee reporting the suspected fraud;

   iii. impose any penalty upon the Employee reporting the suspected fraud, or;

   iv. intimidate or coerce the Employee reporting the suspected fraud.

Violations of these "whistle-blower protections" may result in discipline up to and including dismissal.

f. Upon conclusion of the investigation, the results will be reported to the City Manager.

g. The City Manager, following review of investigation results, will take appropriate disciplinary action regarding Employee misconduct. Disciplinary action can include termination of employment or a contract, and referral of the case to the District Attorney's Office for possible prosecution.

h. The City will pursue every reasonable effort, including court ordered restitution, to obtain recovery of City losses from the offender, or other appropriate sources.

PROCEDURE

1. RESPONSIBILITIES OF OFFICIALS

a. If an Official has reason to suspect that a fraud has occurred, he or she shall immediately contact the City Manager.

b. An Official shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the City Manager.

c. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager in consultation with the City Attorney and the Internal Auditor.

2. MANAGEMENT RESPONSIBILITIES

a. Management is responsible for detecting, preventing and reporting fraud in their areas of responsibility.

b. Each manager should be familiar with the types of fraud that might occur in his or her area and be alert for any indication that fraud is or was in existence in his or her area.

c. When fraud is detected or suspected, Management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.

d. If Management determines a suspected activity may involve fraud, they should contact their immediate supervisor. In the event the activity involves the immediate supervisor, the activity should be reported to the Department Director.

e. Upon being notified of suspected fraud, Department Directors shall inform the City Manager.

f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, Management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrences of fraud.

g. Management shall cooperate fully with the Internal Auditor, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of fraud, including the prosecution of offenders.

h. Management will have full and unrestricted access to all necessary records and personnel. All City furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.

i. In dealing with suspected fraud, great care must be taken. Management should not:

   i. make accusations;

   ii. alert individuals suspected of committing fraud that an investigation is underway;

   iii. treat individuals suspected of committing fraud unfairly, or;

   iv. make statements that could lead to claims of false accusations or other offenses.

j. In handling suspected fraud activities, Management has the responsibility to:

   i. make no contact (unless requested) with the individual suspected of committing fraud to determine facts or demand restitution. Under no circumstances should there be any reference to “what you did”, “the crime”, “the fraud”, “the misappropriation”, etc.;

   ii. avoid discussing the case, facts, suspicions, or allegations with anyone outside the City, unless specifically directed to do so by the City Attorney;

iii. avoid discussing the case with anyone inside the City other than the City Manager, Internal Auditor, or City Attorney or law enforcement personnel;

iv. direct all inquiries from the individual suspected of committing fraud, or his or her representative, to the City Manager or City Attorney. All inquiries by an attorney representing the individual suspected of committing fraud should be directed to the City Attorney. All inquiries from the media should be directed to the City Manager, and;

v. take appropriate corrective and disciplinary action, up to and including dismissal, if authorized by and in conformance with the City's personnel policies.

3. EMPLOYEE RESPONSIBILITIES

a. Employees should report detected or suspected fraud to the Employee's supervisor.

b. In the event the suspected fraud involves the Employee's immediate supervisor, the Employee shall make the report directly to the next higher level of Management and/or the City Manager.

c. The reporting Employee shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the City Manager, Internal Auditor, City Attorney, or law enforcement personnel.

4. INTERNAL AUDITOR RESPONSIBILITIES

a. Upon assignment by the City Manager, the Internal Auditor will promptly investigate the fraud.

b. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Internal Auditor, in consultation with the City Attorney, will contact appropriate law enforcement personnel.

c. The Internal Auditor shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.

d. If evidence is uncovered showing possible fraud, the Internal Auditor will proceed as follows:

i. discuss the findings with Management and the City Manager to determine if disciplinary actions should be taken;

ii. report to the External Auditor such activities in order to assess the effect of the fraud activity on the City's financial statements;

iii. coordinate with Management regarding notification to insurers and filing of insurance claims;

iv. take immediate action, in consultation with the City Attorney, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:

(A) removing the records and placing them in a secure location, or limiting access to the location where the records currently exist, and;

(B) preventing the individual suspected of committing the fraud from having access to the records.

e. In consultation with the City Attorney and appropriate law enforcement personnel, the Internal Auditor may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.

f. If the Internal Auditor is contacted by the media regarding an alleged fraud or investigation, the Internal Auditor will direct all inquiries to the City Manager.

g. At the conclusion of the investigation, the Internal Auditor will document the results in a confidential memorandum report to the City Manager and the City Attorney. If the report concludes that the allegations are supported by evidence, the report will be forwarded to appropriate law enforcement personnel.

h. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the investigation. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Internal Auditor no later than seven (7) calendar days after notice is received.

i. The Internal Auditor shall make recommendations to the appropriate department for

assistance in the prevention of future similar occurrences.

j. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Internal Auditor to that department.

DISCIPLINARY ACTIONS

Any Employee found to be responsible for fraud or who knowingly makes false allegations in violation of this Policy shall be subject to appropriate disciplinary action, up to and including termination of employment and/or termination of the contract. The severity of the disciplinary action will be based upon the circumstances of the violation and in accordance with the City's personnel policies. The City will assess any remedial measures necessary to address and correct the circumstance and prevent reoccurrence in the future. Remedial measures may include, but are not limited to, disciplinary action, reorganization of personnel, training and education, counseling and/or other employee assistance.

EXCEPTIONS

There will be no exceptions to this Policy unless provided and approved by the City Manager and the City Attorney.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

_____ _____

Name of Business Print Name

_____

Signature

_____

Date

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
LANDSCAPE ARCHITECTURE AND INSPECTION SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **RJM Design Group, Inc.**, a **corporation**, with its principal place of business at **31591 Camino Capistrano, San Juan Capistrano, CA 92675** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **Landscape Architecture and Inspection** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Landscape Architecture and Inspection** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Landscape Architecture and Inspection Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Landscape Architecture and Inspection** consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2022** to **June 30, 2025**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS FormW-9) prior to commencement of any Services under this Agreement. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services.

3.2.2.1 Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.2.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.2.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Larry Ryan**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Public Works Director/City Engineer**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Larry Ryan**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional

calling necessary to perform the Services. Consultant represents that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000 per occurrence, and if written with an

aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of $1,000,000 each accident.

(c) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

(1) Additional Insured: The City of Aliso Viejo, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability";

(3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions where applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Thousand** DOLLARS (**$100,000.00**) ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

RJM Design Group, Inc.
31591 Capistrano,
San Juan Capistrano, CA 92675
Attn: **Larry Ryan, President**

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **Shaun Pelletier, Public Works Department**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Fraud Policy. Consultant shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Agreement. Consultant shall submit to the City a statement signed by an authorized representative for Consultant certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any of Consultant's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request and/or termination of this Agreement. Consultant shall reimburse the City for any costs and expenses associated with fraud against the City.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 Indemnification.

3.5.7.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement

and shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

3.5.7.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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 agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political

contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND RJM DESIGN GROUP, INC.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2022.

CITY OF ALISO VIEJO

Approved:

By:_____
David Doyle
City Manager

ATTEST:

By:_____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____

Department of Financial Services

RJM DESIGN GROUP, INC.

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

_____

_____

_____

_____

_____

_____

_____

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

_____ _____

City/County/State Date

_____ _____

Name of Business Print Name

_____

Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND MUST BE SIGNED AND ATTACHED HERETO.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Name of Business	Print Name
Signature	
Date	

EXHIBIT "A"

SCOPE OF SERVICES

The following scope of work is expected to be delivered by the Landscape Architecture & Inspection Services Contractor. The Public Works Department will administer this contract and will be responsible for reviewing and authorizing any work related to it.

At a minimum, Contractor shall have the following staff available (or equivalent) as necessary to complete assigned tasks.

- Principal
- Project Manager
- CA Licensed Landscape Architect
- Certified Irrigation Designer/Auditor
- Landscape Inspector
- Draftsperson
- Clerical

Landscape Architecture Services

From time to time the City will require Landscape Architecture Services to assist in preparing conceptual and/or construction drawings for improvements at City facilities. The scope of these projects will vary and be determined on a case by case basis. The City will request a proposal from the Contractor for each of these proposed projects as they become available to confirm scope and associated costs.

Tasks for design projects may include the following:

- Scoping meetings to determine the specific project being developed.
- Conceptual plans or renderings as requested.
- Construction plans as requested shall be submitted at the 50%, 90%, 100%, and final documents completion. Title sheet, base sheets, details, and conceptual plans within the project limits shall be included in the 50% submittal. Technical specifications and cost estimates shall be included with the 90% plans. 100% plans shall incorporate all comments. Two sets of plans 24" x 36" in size will be required for each submittal. Final documents shall be signed by the Landscape Architect in responsible charge. Electronic copies of signed documents shall also be submitted.
- Construction estimates shall be provided as requested for budget or bidding purposes.

Landscape and Tree Inspection Services

The City owns and operates the following facilities that require regular landscape and tree maintenance services provided under a separate contracts.

Iglesia Park – 24671 Via Iglesia

- Sand volleyball (1), basketball half court (1), and tennis (2) courts
- Walkways
- Tot lot and play equipment
- Picnic tables, gazebos, drinking fountains, and barbeques
- Terraced outdoor amphitheater
- Turf areas (approximately 3.0 acres)
- Shrubs and planters (approximately 1.3 acres including nature area)
- Trees

City Hall – 12 Journey

- Parking lot (approximately 0.9 acres)
- Walkways
- Planter areas (approximately 0.1 acres)
- Trees

Aquatic Center, Aliso Viejo Center, Vista Park – 29 & 31 Santa Barbara

- Parking lot with landscape islands (approximately 2.25 acres)
- Pathways and lighting
- Turf area (approximately 1 acre)
- Planter areas (approximately 1 acre)
- Picnic areas, shelters, fireplace and barbeques
- Pool decks
- Trees
- Tot lot and play equipment

Aliso Viejo Ranch – 100 Park Avenue

- Trees
- Turf area (approximately 0.45 acres)
- Shrubs (approximately 1300 linear feet along exterior of fence)

Landscaped Medians – Pacific Park Drive, Aliso Creek Road & Calle Cortez

- Trees
- Planter/shrub areas (approximately 0.75 acres)

The Landscape Inspector shall be qualified per accepted industry standards and familiar with the scope of the City's landscape maintenance services. The Contractor shall work with the City to develop a schedule for completing assigned tasks within a timeframe estimated to be four (4) hours per week. Tasks may be weekly, monthly or as needed. Typical tasks could include the following.

- Review turf, plant, and tree maintenance
- Review facility maintenance
- Irrigation inspection
- Coordinate corrections with maintenance contractor
- Recommend improvements to the City
- Review maintenance contractor extra work proposals and invoices

Inspection services could also be requested on an as-needed basis for ongoing private development projects for compliance with the approved plans.

Expenses

Mileage will be reimbursed at the current standard mileage rate established by the IRS. Approved materials, reproductions, etc. will be reimbursed at cost plus 10%.

EXHIBIT "B"

SCHEDULE OF SERVICES

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2025 to June 30, 2026. The second renewal period shall be from July 1, 2026 to June 30, 2027.

EXHIBIT "C"

COMPENSATION

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit "B" in accordance with the annual average Consumer Price Index of the prior calendar year, All Urban Consumers, Los Angeles-Long Beach-Anaheim up to a maximum percentage of five percent (5%).

City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	**2005-056**	**400-15**	**10/01/2008**	**1 of 8**

PURPOSE

To establish Policy and procedures for the prevention and detection of fraud and other related dishonest activities against the City and, when appropriate, to pursue legal remedies available under the law.

This Policy has been established to ensure that elected officials, officers, employees, and members of advisory boards, commissions and committees of the City of Aliso Viejo are aware of the following:

1. Acts that are considered to be fraudulent;
2. Procedures for reporting suspected fraudulent acts;
3. Steps to be taken when fraud or other related dishonest activities are suspected; and
4. Consequences to expect when a dishonest act is reported.

Further, this Policy delineates management's responsibility for instituting and maintaining a system of internal control to prevent and detect fraud, misappropriations and other irregularities, and to be alert for any indications of such misconduct.

POLICY

1. GENERAL

The City of Aliso Viejo is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, to pursue legal remedies available under law.

2. DEFINITIONS

a. Fraud – Fraud and other similar irregularities including, but not limited to:

i. claim for reimbursement of expenses that are not job-related or authorized by current policy;

ii. forgery or unauthorized alteration of documents (checks, time sheets, independent contractor agreements, purchase orders, budgets, etc.);

iii. misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.);

iv. improprieties in the handling or reporting of money or financial transactions;

v. authorizing or receiving payment for goods not received or services not performed;

vi. computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software;

vii. misrepresentation of information on documents;

viii. any violation of Federal, State, or Local laws related to dishonest activities or fraud;

ix. seeking or accepting anything of material value from those doing business with the City, including vendors, consultants, contractors, lessees, applicants, and grantees. Materiality is determined by the City's Conflict of Interest Code, which incorporates the Fair Political Practices Commission's regulations;

x. obtaining profit or personal gain as a result of "insider" knowledge of City activities;

xi. disclosing confidential and proprietary information to outside parties; or

xii. Intentional, false representation or concealment of material fact for the purpose of personal gain.

b. Employee – Any individual or group of individuals who receive compensation, either full or part-time, from the City of Aliso Viejo for employment or providing services. The term also includes any volunteer who provides services to the City through an official arrangement with the City or a City organization, as well as consultants, vendors, contractors, outside agencies and/or any other parties with a business relationship with the City of Aliso Viejo.

c. Official - Elected officials, officers, and members of advisory or appointed boards, commissions and committees.

d. Management – Any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources.

e. Internal Auditor – Any person or persons assigned by the City Manager to investigate any fraud or similar activity.

f. External Auditor – Independent audit professionals who perform annual audits of the City's financial statements.

3. INVESTIGATION

a. It is the City's intent to fully investigate any suspected acts of fraud. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or become involved in or becomes the subject of such investigation.

b. Each department of the City is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

c. The Internal Auditor, in conjunction with the City Attorney, has the primary responsibility for the investigation of fraud.

d. Throughout the investigation, the Internal Auditor will inform the City Manager of pertinent investigative findings.

e. Employees will be granted "whistle-blower protection," as described below when acting in accordance with this Policy. When informed of suspected fraud, neither the City nor any person acting on behalf of the City shall:

   i. dismiss or threaten to dismiss the Employee reporting the suspected fraud;

   ii. discipline, suspend, or threaten to discipline or suspend the Employee reporting the suspected fraud;

   iii. impose any penalty upon the Employee reporting the suspected fraud, or;

   iv. intimidate or coerce the Employee reporting the suspected fraud.

Violations of these "whistle-blower protections" may result in discipline up to and including dismissal.

f. Upon conclusion of the investigation, the results will be reported to the City Manager.

g. The City Manager, following review of investigation results, will take appropriate disciplinary action regarding Employee misconduct. Disciplinary action can include termination of employment or a contract, and referral of the case to the District Attorney's Office for possible prosecution.

h. The City will pursue every reasonable effort, including court ordered restitution, to obtain recovery of City losses from the offender, or other appropriate sources.

PROCEDURE

1. RESPONSIBILITIES OF OFFICIALS

a. If an Official has reason to suspect that a fraud has occurred, he or she shall immediately contact the City Manager.

b. An Official shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the City Manager.

c. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager in consultation with the City Attorney and the Internal Auditor.

2. MANAGEMENT RESPONSIBILITIES

a. Management is responsible for detecting, preventing and reporting fraud in their areas of responsibility.

b. Each manager should be familiar with the types of fraud that might occur in his or her area and be alert for any indication that fraud is or was in existence in his or her area.

c. When fraud is detected or suspected, Management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.

d. If Management determines a suspected activity may involve fraud, they should contact their immediate supervisor. In the event the activity involves the immediate supervisor, the activity should be reported to the Department Director.

e. Upon being notified of suspected fraud, Department Directors shall inform the City Manager.

f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, Management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrences of fraud.

g. Management shall cooperate fully with the Internal Auditor, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of fraud, including the prosecution of offenders.

h. Management will have full and unrestricted access to all necessary records and personnel. All City furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.

i. In dealing with suspected fraud, great care must be taken. Management should not:

   i. make accusations;

   ii. alert individuals suspected of committing fraud that an investigation is underway;

   iii. treat individuals suspected of committing fraud unfairly, or;

   iv. make statements that could lead to claims of false accusations or other offenses.

j. In handling suspected fraud activities, Management has the responsibility to:

   i. make no contact (unless requested) with the individual suspected of committing fraud to determine facts or demand restitution. Under no circumstances should there be any reference to “what you did”, “the crime”, “the fraud”, “the misappropriation”, etc.;

   ii. avoid discussing the case, facts, suspicions, or allegations with anyone outside the City, unless specifically directed to do so by the City Attorney;

iii. avoid discussing the case with anyone inside the City other than the City Manager, Internal Auditor, or City Attorney or law enforcement personnel;

iv. direct all inquiries from the individual suspected of committing fraud, or his or her representative, to the City Manager or City Attorney. All inquiries by an attorney representing the individual suspected of committing fraud should be directed to the City Attorney. All inquiries from the media should be directed to the City Manager, and;

v. take appropriate corrective and disciplinary action, up to and including dismissal, if authorized by and in conformance with the City's personnel policies.

3. EMPLOYEE RESPONSIBILITIES

a. Employees should report detected or suspected fraud to the Employee's supervisor.

b. In the event the suspected fraud involves the Employee's immediate supervisor, the Employee shall make the report directly to the next higher level of Management and/or the City Manager.

c. The reporting Employee shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the City Manager, Internal Auditor, City Attorney, or law enforcement personnel.

4. INTERNAL AUDITOR RESPONSIBILITIES

a. Upon assignment by the City Manager, the Internal Auditor will promptly investigate the fraud.

b. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Internal Auditor, in consultation with the City Attorney, will contact appropriate law enforcement personnel.

c. The Internal Auditor shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.

d. If evidence is uncovered showing possible fraud, the Internal Auditor will proceed as follows:

i. discuss the findings with Management and the City Manager to determine if disciplinary actions should be taken;

ii. report to the External Auditor such activities in order to assess the effect of the fraud activity on the City's financial statements;

iii. coordinate with Management regarding notification to insurers and filing of insurance claims;

iv. take immediate action, in consultation with the City Attorney, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:

(A) removing the records and placing them in a secure location, or limiting access to the location where the records currently exist, and;

(B) preventing the individual suspected of committing the fraud from having access to the records.

e. In consultation with the City Attorney and appropriate law enforcement personnel, the Internal Auditor may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.

f. If the Internal Auditor is contacted by the media regarding an alleged fraud or investigation, the Internal Auditor will direct all inquiries to the City Manager.

g. At the conclusion of the investigation, the Internal Auditor will document the results in a confidential memorandum report to the City Manager and the City Attorney. If the report concludes that the allegations are supported by evidence, the report will be forwarded to appropriate law enforcement personnel.

h. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the investigation. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Internal Auditor no later than seven (7) calendar days after notice is received.

i. The Internal Auditor shall make recommendations to the appropriate department for

assistance in the prevention of future similar occurrences.

j. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Internal Auditor to that department.

DISCIPLINARY ACTIONS

Any Employee found to be responsible for fraud or who knowingly makes false allegations in violation of this Policy shall be subject to appropriate disciplinary action, up to and including termination of employment and/or termination of the contract. The severity of the disciplinary action will be based upon the circumstances of the violation and in accordance with the City's personnel policies. The City will assess any remedial measures necessary to address and correct the circumstance and prevent reoccurrence in the future. Remedial measures may include, but are not limited to, disciplinary action, reorganization of personnel, training and education, counseling and/or other employee assistance.

EXCEPTIONS

There will be no exceptions to this Policy unless provided and approved by the City Manager and the City Attorney.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

_____ _____

Name of Business Print Name

_____

Signature

_____

Date

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Mitzi Ortiz, City Clerk / Director of Government Services

SUBJECT: GENERAL MUNICIPAL ELECTION – NOVEMBER 8, 2022

Recommended Actions:

1. Adopt a Resolution calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2022, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities and for the submission to the voters a question relating to establishing term limits for Members of the City Council;

2. Adopt a Resolution requesting the Orange County Board of Supervisors to consolidate a General Municipal Election to be held on Tuesday, November 8, 2022, with the Statewide General Election to be held on the date pursuant to § 10403 of the Elections Code; and

3. Adopt a Resolution adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 8, 2022.

Fiscal Impact:

The total cost to conduct the 2022 consolidated General Municipal Election has been estimated by the County of Orange to be $72,862 – $87,247. The estimate includes approximately $10,000 in cost recovery for the County's change to a Vote Center model and $8,500 to include the ballot measure previously approved by the City Council. Staff has included sufficient funding in the proposed Fiscal Year 2022-23 budget.

Background:

The 2022 General Municipal Election will be held on November 8, 2022, for the two seats currently held by Councilmember Ackley and Councilmember Harrington. In addition, on December 1, 2021, the City Council approved Resolution No. 2021-32 submitting a ballot measure to establish term limits for the members of the City Council.

By statute, a number of actions and decisions must be made by the City Council in order for the City to hold a consolidated General Municipal Election. The City Clerk, as Elections Official, has prepared the attached resolutions for City Council consideration, which will call the election, request consolidation with the County and establish necessary guidelines.

Discussion:

The City of Aliso Viejo holds its General Municipal Election on the same day as the Statewide General Election. This year, the date is November 8, 2022. The election will be consolidated with the County of Orange and the Registrar of Voters will be asked to conduct the election on behalf of the City. The election services provided by the Registrar of Voters include the printing and mailing of ballots, opening and closing of vote centers, counting of ballots, canvassing of returns and all other proceedings incidental to and connected with the City's General Municipal Election.

In order to initiate the administration of the General Municipal Election as required by the Elections Code, Staff is requesting City Council consideration of the attached resolutions. Once adopted, the resolutions with be forwarded to the Clerk of the Board of Supervisors for the Board's approval, with a copy to the Registrar of Voters. The resolutions are as follows:

1. Calling for the Holding of a General Municipal Election on Tuesday, November 8, 2022 (Attachment 1)

   The Elections Code provides that the City Council shall adopt a resolution calling the election. Attached is a resolution calling for the holding of a General Municipal Election in the City of Aliso Viejo on November 8, 2022, for the election of two (2) Members of the City Council for the full term of four (4) years, and submission to the voters the following question, as provided for by Resolution No. 2021-32, adopted by the city Council on December 1, 2021:

Shall an ordinance be adopted by the City of Aliso Viejo to limit consecutive years of service by members of the City Council to a combined total of two four-year terms with the ability to again serve as a member after a lapse of service of at least two years?	YES
	NO

2. Requesting the County of Orange to Consolidate the General Municipal Election with the Statewide General Election (Attachment 2)

   The Elections Code provides that the City Council may, by resolution, request that the County Board of Supervisors permit the County Elections Official to render specified services to the City relating to the conduct of an election. The City Clerk will work closely with the Orange County Registrar of Voters for election services.

3. Adopting Regulations Pertaining to the Candidate Statements (Attachment 3)

The Elections Code provides that the City Council adopt regulations pertaining to the statement prepared by any candidate for the General Municipal Election and to determine whether a charge shall be levied to cover the actual costs of such statement.

The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words about the candidate's education and qualifications as expressed by the candidate. The City Council may authorize an increase in the limitation of words for the statement from 200 to 400 words. Historically, the City of Aliso Viejo has not authorized the word increase. Staff recommends authorizing the 200-word limit for this election to avoid increased costs for the statements.

It is recommended that any candidate who chooses to submit a candidate statement pay for the costs of translating, printing, and mailing of the statement. Upon submission of nomination papers, candidates would be required to submit a deposit to the City for this purpose. An estimate is calculated by the County based on the number of registered voters, page formatting and the number of pages of the sample ballot and will be provided to the candidate during the nomination process. The candidate shall be refunded any overage or billed for any additional costs within 30 days of the actual accounting of said costs by the Orange County Registrar of Voters.

Staff recommends that the City Council adopt the resolutions regarding the upcoming General Municipal Election to be held on November 8, 2022, and direct staff to work with the Orange County Registrar of Voters on election activities.

Attachments:

1. Resolution calling the General Municipal Election

2. Resolution requesting consolidation

3. Resolution adopting candidate statement regulations

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO ESTABLISHING TERM LIMITS FOR MEMBERS OF THE CITY COUNCIL

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2022, for the election of Municipal Officers; and

WHEREAS, the City Council also desires to submit to the voters at the election a question relating to establishing term limits for Members of the City Council;

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

Section 1. That pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Aliso Viejo, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four (4) years.

Section 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question, as provided for by Resolution No. 2021-32, adopted by the City Council on December 1, 2021:

Shall an ordinance be adopted by the City of Aliso Viejo to limit consecutive years of service by members of the City Council to a combined total of two four-year terms with the ability to again serve as a member after a lapse of service of at least two years?	YES
	NO

Section 3. That the proposed complete text of the measure submitted to the voters is attached as Exhibit A.

Section 4. That the vote requirement for the measure to pass is a majority (50%+1) of the votes cast.

Section 5. That the ballots to be used at the election shall be in form and content as required by law.

Section 6. That the City Clerk is authorized, instructed and directed to coordinate with the County of Orange Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 7. That the vote centers for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the vote centers shall be closed, pursuant to Election Code § 10242, except as provided in §§ 14212, 14401 of the Elections Code of the State of California.

Section 8. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 9. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 10. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Orange Registrar of Voters, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

Section 11. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 12. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED this 1st day of June, 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ALISO VIEJO)

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 1st day of June, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT "A"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING THE ALISO VIEJO MUNICIPAL CODE TO ADD SECTION 2.04.125 REGARDING COUNCILMEMBER TERM LIMITS, SUBJECT TO THE APPROVAL OF THE ELECTORS VOTING ON THE MEASURE IN THE GENERAL ELECTION HELD ON TUESDAY, NOVEMBER 8, 2022

NOW THEREFORE, THE PEOPLE OF THE CITY OF ALISO VIEJO, CALIFORNIA, DO ORDAIN AS FOLLOWS:

Section 1. Term Limits

Pursuant to Government Code section 36502, subdivision (b) and subject to the approval of a majority of the voters of the City of Aliso Viejo, the Aliso Viejo Municipal Code is hereby amended to add section 2.04.125, Term Limits, to chapter 2.04, City Council, of title 2, Administration and Personnel to read as follows:

2.04.125 Term Limits

A. No person shall be eligible to serve as a member of the City Council for more than two consecutive four-year terms following the adoption of this ordinance commencing with the, and including those persons elected to serve as a member of the City Council in the November 8, 2022 election. Notwithstanding the foregoing, any person who is appointed by the City Council or elected to fill a vacant office of a member of the City Council for the balance of a four-year term, but serves less than two years in that office, shall be eligible for nomination and election for two consecutive four-year terms thereafter.

B. Any person who shall be ineligible for election, appointment, or further services as a member of the City Council due to the limitation set forth in subsection A of this section, shall again be eligible for election or appointment as a member of the City Council, and a new period of consecutive years of service shall commence, provided that at least two years has or will have elapsed between the most recent date of such person's prior service as a member of the City Council and the effective date of such person's most recent election or appointment to such office.

C. The phrase "two years" as used in subsection B of this section shall mean the period between the date of the declaration of the results of any general municipal election held in November of an even numbered year and the date of the declaration of the results of any general municipal election held in November of

any immediately preceding or immediately succeeding even-numbered year, even though such period may be more or less than an actual period of two years.

Section 2. Voter Approval, Prospective Application, and Effective Date

Except as provided in section 3 below, this ordinance shall take effect if approved by a majority of the eligible voters of the City of Aliso Viejo voting in the general election held on Tuesday, November 8, 2022, and shall only apply prospectively beginning with the terms of members of the City Council that start after the November 8 election. If so approved, this ordinance becomes effective 10 days after the City Council declares and certifies the results of the election by resolution.

Section 3. Severability

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. Publication

The City Clerk is hereby directed to publish this ordinance at least once, within 15 days after the election results are certified, in a newspaper of general circulation published and circulated in the City of Aliso Viejo.

I certify that Ordinance No. ____ was adopted by the electorate of the City of Aliso Viejo at the general election held on November 8, 2022. This ordinance was adopted as a result of the passage of Measure ____. Please refer to Resolution No. ____ for the recitation of the election results.

Mitzi Ortiz, MMC
City Clerk

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Aliso Viejo ("City") called a General Municipal Election to be held on November 8, 2022, for the purpose of the election of two (2) Members of the City Council for the full term of four (4) years; and

WHEREAS, the City Council is submitting to the voters the questions relating to establishing term limits for Members of the City Council; and

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

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

Section 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of the election of two (2) Members of the City Council for the full term of four (4) years.

Section 2. That a measure is to appear on the ballot as follows:

Shall an ordinance be adopted by the City of Aliso Viejo to limit consecutive years of service by members of the City Council to a combined total of two four-year terms with the ability to again serve as a member after a lapse of service of at least two years?	YES
	NO

Section 3. That the proposed complete text of the measure submitted tot eh voters is attached as Exhibit A.

Section 4. That the vote requirement for the measure to pass is a majority (50%+1) of the votes cast.

Section 5. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

Section 6. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

Section 7. That the City of Aliso Viejo recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 8. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Orange.

Section 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 1st day of June, 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ALISO VIEJO)

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 1st day of June, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT "A"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING THE ALISO VIEJO MUNICIPAL CODE TO ADD SECTION 2.04.125 REGARDING COUNCILMEMBER TERM LIMITS, SUBJECT TO THE APPROVAL OF THE ELECTORS VOTING ON THE MEASURE IN THE GENERAL ELECTION HELD ON TUESDAY, NOVEMBER 8, 2022

NOW THEREFORE, THE PEOPLE OF THE CITY OF ALISO VIEJO DO ORDAIN AS FOLLOWS:

Section 1. Term Limits

Pursuant to Government Code section 36502, subdivision (b) and subject to the approval of a majority of the voters of the City of Aliso Viejo, the Aliso Viejo Municipal Code is hereby amended to add section 2.04.125, Term Limits, to chapter 2.04, City Council, of title 2, Administration and Personnel to read as follows:

2.04.125 Term Limits

A. No person shall be eligible to serve as a member of the City Council for more than two consecutive four-year terms following the adoption of this ordinance commencing with the, and including those persons elected to serve as a member of the City Council in the November 8, 2022 election. Notwithstanding the foregoing, any person who is appointed by the City Council or elected to fill a vacant office of a member of the City Council for the balance of a four-year term, but serves less than two years in that office, shall be eligible for nomination and election for two consecutive four-year terms thereafter.

B. Any person who shall be ineligible for election, appointment, or further services as a member of the City Council due to the limitation set forth in subsection A of this section, shall again be eligible for election or appointment as a member of the City Council, and a new period of consecutive years of service shall commence, provided that at least two years has or will have elapsed between the most recent date of such person's prior service as a member of the City Council and the effective date of such person's most recent election or appointment to such office.

C. The phrase "two years" as used in subsection B of this section shall mean the period between the date of the declaration of the results of any general municipal election held in November of an even numbered year and the date of the declaration of the results of any general municipal election held in November of

any immediately preceding or immediately succeeding even-numbered year, even though such period may be more or less than an actual period of two years.

Section 2. Voter Approval, Prospective Application, and Effective Date

Except as provided in section 3 below, this ordinance shall take effect if approved by a majority of the eligible voters of the City of Aliso Viejo voting in the general election held on Tuesday, November 8, 2022, and shall only apply prospectively beginning with the terms of members of the City Council that start after the November 8 election. If so approved, this ordinance becomes effective 10 days after the City Council declares and certifies the results of the election by resolution.

Section 3. Severability

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. Publication

The City Clerk is hereby directed to publish this ordinance at least once, within 15 days after the election results are certified, in a newspaper of general circulation published and circulated in the City of Aliso Viejo.

I certify that Ordinance No. ____ was adopted by the electorate of the City of Aliso Viejo at the general election held on November 8, 2022. This ordinance was adopted as a result of the passage of Measure ____. Please refer to Resolution No. ____ for the recitation of the election results.

Mitzi Ortiz, MMC
City Clerk

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

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

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

Section 1. General Provisions. That pursuant to § 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at the General Municipal Election to be held in the City of Aliso Viejo on November 8, 2022, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed electronically and in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

Section 2. Foreign Language Policy.

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

B. The County will print and mail voter information guides and candidate statements to all voters in Spanish, Korean, Chinese, and Vietnamese to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guide and candidate statements in the required languages available at all vote centers, on the County's website, and in the Election Official's office.

Section 3. Payment.

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

B. Printing:
   1. The candidate shall be required to pay for the cost of printing the candidate statement in English in the main voter pamphlet.
   2. The candidate shall be required to pay for the cost of printing the candidate statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
   3. The candidate shall be required to pay for the cost of printing the candidate statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

Section 4. Miscellaneous.

A. All translations shall be provided by professionally-certified translators.

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

Section 5. Additional Materials. No candidate will be permitted to include additional materials in the voter information guide.

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

Section 7. That all previous resolutions establishing Council policy on payment for candidate statements are repealed.

Section 8. That this resolution shall apply only to the election to be held on Tuesday, November 8, 2022, and shall then be repealed.

Section 9. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 1st day of June, 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ALISO VIEJO)

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 1st day of June, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney
David Doyle, City Manager

SUBJECT: ORDINANCE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION

Recommended Actions:

1. Open the public hearing, take any public testimony, and close the public hearing;

2. Find that the Ordinance is not subject to the requirements of the California Environmental Quality Act for the following reasons:

   a) The Ordinance is not a "project" within the meaning of Section 15378 of the State CEQA Guidelines because it has no potential for resulting in direct or indirect physical change in the environment;

   b) The Ordinance is exempt under Section 15061(b)(3), the general rule exemption, because it can be seen with certainty that there is no possibility that the code amendments therein will have a significant effect on the environment; and

3. Introduce for first reading an Ordinance entitled:

   ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA AMENDING CHAPTERS 3.06 AND 15.18 OF THE ALISO VIEJO MUNICIPAL CODE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Fiscal Impact:

The Ordinance will ensure that hotel occupants in the City retain their transient status and the City continues to receive transient occupancy tax (“TOT”) revenue.

Background:

The City's General Plan and Zoning Ordinance make clear distinctions between residential and commercial zones. Residential zones are zones where long-term residency is appropriate based on the distinct nature of residential environs and the availability of resident-serving infrastructure such as schools, parks, public safety, and community services. Conversely, commercial zones are zones where long-term residency is inappropriate based on the lack of services, the incompatibility of long-term residency with commercial environs, and the impairment of long-term residential occupation with the zoning's underlying goals of enhancing and preserving the City's tax base—particularly from sales tax and transient occupancy tax ("TOT").

Hotel uses and TOT are essential to the City's fiscal health and were subject to City incentives and negotiations memorialized in development agreements between the City and property owners/developers. Long-term residential uses in commercial zones creates land use incompatibilities and impairs the City's return on its fiscal investment made by entering into development agreements that contemplated hotels as the consideration given thereunder.

Section 3.06.020 of the Aliso Viejo Municipal Code ("AVMC") imposes a 10 percent TOT on each guest who occupies a hotel [1] room for a period of 30 days or less. TOT is a general tax, the proceeds of which are deposited into the City's general fund. The general fund pays for essential services in the City, including but not limited to law enforcement, fire protection and street operations and maintenance.

Discussion

Section 3.06.010 of the AVMC requires guests residing in a hotel longer than 30 days to re-register with the hotel at the expiration of the 30-day period. The proposed Ordinance (Attachment 1) builds on Section 3.06.010 by adding a new Section 3.06.045 (Transient Registration), amending Section 3.06.300 (Violations), and amending Table 15.18.020 (Nonresidential Districts). Collectively, these AVMC amendments will further strengthen the City's TOT framework by ensuring that hotel occupants retain their transient status and the City continues to receive TOT revenue. A brief overview of this Ordinance's AVMC amendments is provided below.

Chapter 3.06 – Transient Occupancy Tax

The Ordinance includes two amendments to Chapter 3.06 (Transient Occupancy Tax). The first amendment adds a new section 3.06.045, which is focused on hotel operators. The new section 3.06.045 will read as follows:

[1] "Hotel" within the TOT context is defined broadly to include, among other things, "…any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house…" (See AVMC, Section 3.06.010).

"**Section 3.06.045 Transient Registration**

It is unlawful for any operator of a hotel subject to the tax imposed by this chapter to register any person as an occupant for a period longer than 30 consecutive calendar days. Any person whose occupancy might otherwise exceed 30 consecutive calendar days shall be checked-out and re-registered by the operator every 30 days."

The second amendment to Chapter 3.06 revises section 3.06.300's penalty provisions to include violations of the new section 3.06.045 (above). Upon adoption of this Ordinance, any violation of section 3.06.045 will be a misdemeanor, punishable by criminal fines corresponding to misdemeanor violations of the AVMC and civil fines equal to the tax that would have applied to the occupancy in excess of 30 days.

Chapter 15.18 – Nonresidential Districts

As noted above, this Ordinance also amends Table 15.18.020, which sets forth the permitted uses in the City's nonresidential zoning districts. Specifically, this Ordinance amends Table 15.18.020's transitory lodging use entries (e.g., hotels and motels) to specify that establishments that allow occupants to register for periods longer than 30 consecutive days are not permitted in any zoning district. Upon adoption of this Ordinance, these entries in Table 15.18.020 will read as follows:

"**Table 15.18.020:**

Permitted Uses in Nonresidential Districts

Land Use	CT Town Center Commercial	CC Community Commercial	CN Neighborhood Commercial	PO Professional Office	BP-1 Business Park – 1	BP-2 Business Park – 2
...						
Lodging Uses:						
Alcoholic beverage sales, for on- or off-premises consumption, subject to AVMC 15.22.200	AUP	AUP	AUP	AUP	AUP	AUP
Hotels and bed and breakfast inns [1]	C	NP	NP	C	C	C
Motels [1]	NP	NP	NP	NP	C	C
[1] Hotels, bed and breakfast inns, and motels that allow persons to register as occupants for periods longer than 30 consecutive calendar days are not permitted (NP) in any district.						
Office, Retail and Service Uses:						
..."						

Staff recommends adopting this Ordinance, which will further strengthen the City's TOT framework by ensuring that hotel occupants retain their transient status and the City continues to receive TOT revenue. Adopting this Ordinance will also further the City's land use and fiscal goals by advancing the General Plan's land use goals of providing services and facilities for residential uses as well as its fiscal goals set forth above.

Public Notice:

This item was publicly noticed in accordance with California law and the City's normal agenda procedures.

Attachment:

1. Ordinance

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA AMENDING CHAPTERS 3.06 AND 15.18 OF THE ALISO VIEJO MUNICIPAL CODE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Aliso Viejo's ("City") General Plan and Zoning Ordinance make clear distinctions between: (1) residential zones -- where long-term residency is appropriate based on the distinct nature of residential environs and the availability of resident-serving infrastructure such as schools, parks, public safety, and community services and (2) commercial zones -- where long-term residency is inappropriate based on the lack of these services, the incompatibility of long-term residency with commercial environs, and the impairment of long-term residential occupation with the zoning's underlying goals of enhancing and preserving the City's tax base, particularly from sales tax and transient occupancy tax ("TOT"); and

WHEREAS, hotel uses and the TOT are essential to the City's fiscal health and were subject to City incentives and negotiations memorialized in development agreements between the City and property owners/developers; and

WHEREAS, long-term residential uses in commercial zones creates land use incompatibilities and impairs the City's return on its fiscal investment made by entering into development agreements that contemplated hotels as the consideration given thereunder; and

WHEREAS, in accordance with California Revenue and Taxation Section Code 7280 *et seq*., Section 3.06.020 of the Aliso Viejo Municipal Code ("AVMC") imposes a 10 percent transient occupancy tax (i.e., TOT) on each guest who occupies a hotel [1] room for a period of 30 days or less; and

WHEREAS, TOT is a general tax, the proceeds of which are deposited into the City of Aliso Viejo's ("City") general fund. The general fund pays for essential services in the City, including but not limited to law enforcement, fire protection and street operations and maintenance; and

WHEREAS, AVMC Section 3.06.010 requires guests residing in a hotel longer than 30 days to re-register with the hotel at the expiration of the 30 day period, thus maintaining their transient status; and

WHEREAS, this Ordinance furthers the City's land use and fiscal goals by advancing the General Plan's land use goals of providing services and facilities for residential uses as

[1] "Hotel" within the TOT context is defined broadly to include, among other things, "…any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house…" (See AVMC, Section 3.06.010).

well as its fiscal goals mentioned above by: (1) prohibiting hotel operators from registering any person as an occupant for a period longer than 30 consecutive calendar days; and (2) requiring hotel operators to check-out and re-register an occupant every 30 days; and

WHEREAS, the foregoing will ensure that hotel occupants retain their transient status and the City continues to receive TOT revenue; and

WHEREAS, Table 15.18.020 in AVMC Section 15.18.020 sets forth the permitted uses in the City's nonresidential zoning districts; and

WHEREAS, this Ordinance amends Table 15.18.020's transitory lodging use entries (e.g., hotels and motels) to specify that establishments that allow occupants to register for periods longer than 30 consecutive days are not permitted in any zoning district; and

WHEREAS, the City Council conducted a public hearing to consider the Ordinance in accordance with AVMC Chapter 15.78 and California Government Code Section 65854; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO ORDAINS AS FOLLOWS:

SECTION 1. **Recitals**. The City Council hereby finds and determines that the recitals above are true and correct and are incorporated herein.

SECTION 2. **CEQA**. The City Council hereby finds that this Ordinance is not a "project" subject to the California Environmental Quality Act ("CEQA"). The Ordinance does not qualify as a project because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, § 15378, subd. (a).) It simply regulates occupant registration at transitory lodgings (e.g., hotels and motels). In the alternative, the City Council finds that the Ordinance falls within the "common sense" exemption set forth in State CEQA Guidelines section 15061, subdivision (b)(3), which exempts activity from CEQA where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Here, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment because the Ordinance simply regulates occupant registration at transitory lodgings; it will not result in any development or in any new activity with the potential to impact the environment.

SECTION 3. **Required Zoning Code Amendment Findings**. In accordance with AVMC Section 15.78.050(E), after receiving public testimony, reviewing the evidence submitted by staff and discussing the Ordinance, the City Council hereby makes the following findings:

1. General Plan Consistency. This Ordinance's amendments to Zoning Code (Title 15) of the Aliso Viejo Municipal Code are consistent with the City's adopted General Plan for the reasons set forth below:

A. General Plan Land Use Policy LU-1.6 provides, among other things, that the City should support development of hotel land uses as a means to increase City revenues. This Ordinance regulates such uses by prohibiting operators thereof from allowing any person to register as an occupant for a period longer than 30 consecutive calendar days. Complying with this requirement will ensure that guests' stays remain transient and do not circumvent the City's transient occupancy tax requirements. Collectively, this is intended to maximize the availability of hotel rooms for transient visitors and ensure that the City continues to receive transient occupancy tax revenue. For these reasons, this Ordinance is consistent with General Plan Land Use Policy LU-1.6.

B. General Plan Implementation Program No. I-1, which directs the City to prepare, adopt, and implement a Zoning Ordinance consistent with State law to establish permitted densities, intensities, and uses within Aliso Viejo. This Ordinance amends the City's Zoning Code to clarify that the only hotels, motels, and bed and breakfast inns permitted in the City are those that do not allow any person to register as an occupant for a period longer than 30 consecutive calendar days. Complying with this requirement will ensure that these lodging uses collect and remit transient occupancy tax to the City in accordance with State law (see Revenue and Taxation Code Section 7280(a).) For these reasons, this Ordinance is consistent with General Plan Implementation Program No. I-1.

2. Public Welfare. The City Council hereby finds that this Ordinance's amendments to the Zoning Code (Title 15) will not create conditions materially detrimental to the public health, safety, and general welfare; the amendments simply regulate occupant registration at transitory lodgings.

SECTION 5. **Code Amendment**. Section 3.06.045 is hereby added to Title 3 (Transient Occupancy Tax) of the Aliso Viejo Municipal Code and shall read in its entirety as follows:

"**3.06.045 Transient Registration**
It is unlawful for any operator of a hotel subject to the tax imposed by this chapter to register any person as an occupant for a period longer than 30 consecutive calendar days. Any person whose occupancy might otherwise exceed 30 consecutive calendar days shall be checked-out and re-registered by the operator every 30 days."

SECTION 6. **Code Amendment**. Section 3.06.300 of Title 3 of the Aliso Viejo Municipal Code is hereby amended to read as follows (additions shown in underline and deletions shown in ~~strikethrough~~):

"**3.06.300 Violations – Misdemeanor**

A. Any operator or other person who:

1. Knowingly or willfully fails or refuses to remit taxes due under this chapter to the tax administrator prior to the time of delinquency as specified in AVMC 3.06.060 through 3.06.080;

2. Who willfully fails or refuses to register as required;

3. Who willfully fails to furnish any return required to be made;

4. Who fails or refuses to furnish a supplemental return or other data required by the tax administrator; ~~or~~

5. Who renders a false or fraudulent return; or ~~or claim is guilty of a misdemeanor~~.

6. Who fails to check-out and re-register occupants in accordance with AVMC 3.06.045 is guilty of a misdemeanor, punishable by criminal fines corresponding to misdemeanor violations of this code and civil fines equal to the tax that would have applied to the occupancy in excess of 30 days.

B. Any person required to make, render, sign or verify any report or claim who does so with the intent to defeat or evade the determination of any amount due under this chapter is guilty of a misdemeanor."

SECTION 7. **Code Amendment**. The "Lodging Uses" rows in Table 15.18.020 of Section 15.18.020 of Title 15 (Zoning Code) of the Aliso Viejo Municipal Code are hereby amended to read as follows (additions shown in underline):

"**Table 15.18.020:**

Permitted Uses in Nonresidential Districts

Land Use	CT Town Center Commercial	CC Community Commercial	CN Neighborhood Commercial	PO Professional Office	BP-1 Business Park – 1	BP-2 Business Park – 2
…						
Lodging Uses:						
Alcoholic beverage sales, for on- or off-premises consumption, subject to AVMC 15.22.200	AUP	AUP	AUP	AUP	AUP	AUP
Hotels and bed and breakfast inns [1]	C	NP	NP	C	C	C
Motels [1]	NP	NP	NP	NP	C	C
[1] Hotels, bed and breakfast inns, and motels that allow persons to register as occupants for periods longer than 30 consecutive calendar days are not permitted (NP) in any district.						
Office, Retail and Service Uses:						
…"						

SECTION 8. **Severability**. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 9. **Effective Date**. This Ordinance shall take effect 30 days after its adoption.

SECTION 10. **Publication**. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within 15 days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 11. **Record of Proceedings**. The documents and materials associated with this ordinance that constitute the record of proceedings on which these findings are based are located at Aliso Viejo City Hall, 12 Journey, Aliso Viejo, California 92656. The City Clerk is the custodian of the record of proceedings.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ALISO VIEJO)

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Ordinance No. 2022-__ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the ____ day of _____, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 2022-__ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held _____, 2022 and that the Summary of the Ordinance was published on _____ and _____ in the Laguna Niguel News.

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Captain Scott Merrill, Chief of Police Services

SUBJECT: ORDINANCE PROHIBITING UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO

Recommended Action:

Introduce the following ordinance for first reading, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING CHAPTER 8.36 (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER PROHIBITED) TO TITLE 8 (PUBLIC PEACE, MORALS AND WELFARE) OF THE ALISO VIEJO MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO.

Fiscal Impact:

There is no fiscal impact associated with the recommended action.

Background:

Catalytic converters are an external component of a vehicle, accessible from the underside of a parked car. They convert most of a vehicle's emissions into less harmful forms, improving air quality and vehicle performance. As part of their construction, catalytic converters contain valuable materials such as platinum and palladium, rare metals that command ever-increasing prices on the recyclables market.

Catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including: (1) the ease and undetectable nature of committing such thefts, potentially in a matter of seconds and through the use of common tools such as a reciprocating saw; (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns ranging from $200 to $1,200 per catalytic converter; and (3) loopholes in legislation protecting criminals from prosecution unless a victim can be identified.

Nationwide thefts numbered approximately 26,000 in May 2021. Orange County Sheriff's Department patrol area thefts numbered approximately 1,035 in 2021, and year to date 339 thefts.

Discussion:

There is currently no City, State, or Federal legislation applicable within the City of Aliso Viejo to define and punish catalytic converter thefts absent an identifiable victim. Additionally, there is currently no City, State, or Federal legislation applicable within the City of Aliso Viejo requiring individuals to provide proof to law enforcement as to how they obtained catalytic converters in their possession. This limits law enforcement's ability to (1) protect the public by preventing catalytic converter thefts and (2) seize suspected stolen catalytic converters when there is no identifiable victim present. As a result, preventing and punishing these crimes at present is nearly impossible due to the ease and speed with which catalytic converter thefts can be committed and the difficulty of tracing a particular catalytic converter back to its prior owner (the victim), because catalytic converters typically have no identifying markers.

Individuals in possession of stolen catalytic converters are able to recycle them for substantial profit at relatively low risk, while victims are forced to commit to costly repairs. By criminalizing the mere possession of an unattached catalytic converter absent proof of ownership or lawful possession, this ordinance would combat this criminal practice by: (1) achieving deterrence by establishing zero-tolerance for catalytic converter thefts; (2) establishing sanctions for possessing stolen catalytic converters; (3) prohibiting the falsification of information in documents and records used to verify ownership or lawful possession of a catalytic converter; (4) preventing criminals from profiting from the sale and recycling of stolen catalytic converters; (5) providing indirect justice to the victims of catalytic converter theft cases that have gone or will go unsolved for the reasons discussed above; and (6) minimizing the fiscal and personnel impact on the City of Aliso Viejo and the Orange County Sheriff's Department by reducing the time invested in deterring and investigating catalytic converter thefts.

By implementing the attached Ordinance, the City will prohibit the unlawful possession of catalytic converters in the City of Aliso Viejo, discouraging this increasingly-common criminal activity. The City will further prohibit the falsification of information in documents and records used to verify ownership or lawful possession of a catalytic converter.

Attachment:

1. Ordinance

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING CHAPTER 8.36 (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER PROHIBITED) TO TITLE 8 (PUBLIC PEACE, MORALS AND WELFARE) OF THE ALISO VIEJO MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO

WHEREAS, citizens nationwide have experienced rising rates of catalytic converter thefts, numbering approximately 65,000 in 2021; and

WHEREAS, citizens statewide have experienced rising rates of catalytic converter thefts, numbering approximately 18,000 in 2021; and

WHEREAS, citizens countywide have experienced rising rates of catalytic converter thefts, numbering approximately 2,000 in 2021; and

WHEREAS, the citizens of Aliso Viejo have experienced catalytic converter thefts from automobiles over the past several years; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Aliso Viejo to define and punish catalytic converter thefts absent an identifiable victim; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Aliso Viejo requiring individuals to provide proof to law enforcement as to how they obtained catalytic converters, thus limiting law enforcement's ability to (1) protect the public by preventing catalytic converter thefts and (2) seize suspected stolen catalytic converters when no victim is present; and

WHEREAS, catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including, but not limited to: (1) the ease and undetectable nature of committing such thefts, potentially in a matter of seconds and through the use of common tools such as a reciprocating saw; (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns ranging from $200 to $1,200 per catalytic converter; and (3) loopholes in legislation protecting criminals from prosecution unless a victim can be identified; and

WHEREAS, preventing these crimes at present is nearly impossible due to the ease and speed with which catalytic converter thefts can be committed and the difficulty of tracing a particular catalytic converter back to its prior owner (the victim), because catalytic converters typically have no identifying markers; and

WHEREAS, the citizens of Aliso Viejo and the Orange County Sheriff's Department are in need of legislation criminalizing mere possession of catalytic converters absent proof of ownership or lawful possession, for multiple reasons including, but not limited to: (1) achieving deterrence by establishing zero-tolerance for catalytic converter thefts; (2) establishing sanctions for possessing stolen catalytic converters; (3) preventing criminals from profiting from the sale and recycling of stolen catalytic converters; (4) providing indirect justice to the victims of catalytic converter theft cases that have gone or will go unsolved for the reasons discussed above; and (5) minimizing the fiscal and personnel impact on the City of Aliso Viejo and the Orange County Sheriff's Department by reducing the time invested in deterring and investigating catalytic converter thefts; and

WHEREAS, individuals who are in possession of stolen catalytic converters recycle them for substantial profit while victims of these thefts suffer tremendous consequences in the form of costly repairs, inconvenience, and feelings of a lack of safety in the community; and

WHEREAS, this Ordinance is necessary to provide the City of Aliso Viejo and the Orange County Sheriff's Department clear legal authority to better protect the public and deter this criminal activity.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AS FOLLOWS:

SECTION 1. **Recitals**. The above recitals are true and correct and incorporated herein.

SECTION 2. **CEQA**. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) Here, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment because the Ordinance simply criminalizes the possession of catalytic converters; it will not result in any development or in any new activity with the potential to impact the environment. City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 3. **Code Amendment**. Chapter 8.36 is hereby added to Title 8 (Public Peace, Morals and Welfare) of the Aliso Viejo Municipal Code and shall read in its entirety as follows:

"**Chapter 8.36 (Unlawful Possession of a Catalytic Converter Prohibited) of Title 8 (Public Peace, Morals and Welfare)**

8.36.010 Unlawful possession of a catalytic converter prohibited.

A. It shall be unlawful to possess any catalytic converter that is not attached to a vehicle, unless the possessor has valid documentation or other proof to verify that they are in lawful possession of the catalytic converter.

B. It is unlawful for any person to falsify or cause to be falsified any information in any documentation or other proof intended to show valid proof of ownership or possession of a catalytic converter.

8.36.020 Definitions

A. For purposes of this section, “lawful possession” includes (1) being the lawful owner of the catalytic converter or (2) in possession of the catalytic converter with the lawful owner’s written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a “lawful possession.”

B. For purposes of this section, “documentation or other proof” means written document(s) that clearly identify the vehicle from which the catalytic converter originated based on the totality of the circumstances, and includes, but is not limited to, the following types of documents:

1. Bill of sale from the original owner with the signature of the vehicle owner authorizing removal of the catalytic converter, as well as the name, address, and telephone number of the vehicle owner.

2. Documentation from an auto-body shop or similar business proving that the owner relinquished the catalytic converter to the auto-body shop or similar business.

3. Verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter.

4. Photographs of the vehicle from which the catalytic converter originated clearly showing the license plate number and vehicle identification number (VIN) of the car from which the catalytic converter was removed.

8.36.030 Violations – Misdemeanor

A. Each and every violation of this section shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Aliso Viejo Municipal Code. Each and every catalytic converter unlawfully possessed is a separate violation of this section.

B. It is unlawful and a misdemeanor subject to punishment in accordance with Chapter 1.06 of Title 1 of this Code, for any person to violate any provision of this section.

C. The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law."

SECTION 4. **Severability**. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. **Effective Date**. This Ordinance shall take effect 30 days after its adoption.

SECTION 6. **Publication**. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within 15 days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 7. **Record of Proceedings**. The documents and materials associated with this ordinance that constitute the record of proceedings on which these findings are based are located at Aliso Viejo City Hall, 12 Journey, Suite 100, Aliso Viejo, California 92656. The City Clerk is the custodian of the record of proceedings.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ALISO VIEJO)

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Ordinance No. 2022-___ was duly passed and adopted by the City Council of the City of Aliso Viejo at its regular meeting held on the ____day of _____, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 2022-____ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held _____, 2022, and that the Summary of the Ordinance was published on _____, 2022 and _____, 2022 in the Laguna Niguel News.

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

City of Aliso Viejo
AGENDA ITEM

DATE: June 1, 2022

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: DRAFT ANNUAL BUDGET FOR FY 2022-23

Recommended Actions:

1. Review the draft FY 2022-23 Annual Budget;

2. Authorize Cost of Living adjustment (4.3%) effective July 1, 2022 ($123,615); and

3. Provide any additional direction to staff regarding the draft FY 2022-23 Budget.

Summary:

The draft fiscal year (FY) 2022-23 budget includes appropriations for programs and projects necessary to continue to provide essential services to the community. The draft budget anticipates revenue to exceed operating expenditures by approximately $60,838. General Fund reserves totaling $657,050 will be utilized for debt service payment of the Certificates of Participation (COP).

General Fund revenues are estimated to be $23,838,978 for FY 2022-23, which include federal stimulus funds from the American Rescue Plan in the amount of $2,839,053. To ensure operations and service levels are not impacted, Staff is proposing a prudent General Fund expenditure budget totaling $23,778,140 and includes operating costs and capital improvement expenditures for Public Safety, Community and Economic Development, Community Services and Recreation, and Administration and Support. The General Fund balance at the end of operations for FY 2022-23 is estimated to be $26,648,944.

In addition to the General Fund, the City uses “Special Funds” to offset a portion of the City’s expenditures. “Special Funds” are typically restricted funds that can only be used for specific purposes such as Traffic Congestion Relief Funds, Gas Tax, SB 1, Measure M funds, Air Quality AB 2766 funds (AQMD), and Federal and Other Grants. At the end of operations for FY 2022-23 the estimated fund balance for all City funds is $30,510,305.

Fiscal Impact:

The Annual Budget is the basis upon which the Council allocates anticipated financial resources for uses in the coming fiscal year. The draft budget for FY 2022-23 being presented is balanced and reflects a General Fund surplus of $60,838.

Proposed general fund revenues increased a net of $969,927 compared to Mid-Year 2021-22 estimates. The increase is primarily due to higher sales tax forecasts, the rebounding of transient occupancy tax (TOT), and modest increases to property taxes. Revenues include the second and final payment from the American Rescue Plan federal funds anticipated for the upcoming year. Expenditures increased by $1,682,282, or 7.6% primarily due to increases in salaries and contractual increases to public safety. General Fund reserves totaling $657,050 will be utilized for debt service payment on the Certificates of Participation (COP). The General Fund balance at the end of FY 2022-23 is estimated to be $26,648,944 and is 112% of the estimated operating budget.

FY 2022-23 General Fund Balance

Estimated Beginning Fund Balance		$ 27,245,156
Resources	23,838,978	
Appropriations	(23,778,140)	
Esimated Operating Surplus		60,838
Debt Payment		(657,050)
Estimated Ending Fund Balance		$ 26,648,944

Background:

This is the first budget discussion for the Annual Budget for FY 2022-23. Comparisons made in this report use the FY 2021-22 Mid-Year budget and the draft FY 2022-23 Annual Budget.

Discussion:

General Fund Revenues

Anticipated General Fund revenues for FY 2022-23 total approximately $23,838,878, which reflects an overall increase of $969,927 or 4.2%, compared to the FY 2021-22 Mid-Year Budget. Revenues include the City's second payment of stimulus funds in the amount of $2,839,053. Revenue forecasts for FY 2022-23 were prepared using estimates and projections provided by the State, other agencies, and/or City consultants.

The City receives 75% of its revenue from taxes. This includes property, sales, transient occupancy, and franchise taxes. Property taxes remain the City's highest and most stable source of revenue with an estimated increase of $328,937 or 3.6% primarily due to a strong housing market. Sales tax revenue forecasts indicate an increase of $580,000, or

11.6%, which is attributed to the reopening of businesses from pandemic restrictions and higher prices due to increases in gas prices and inflation.

Projections for the City's Transient Occupancy Tax (TOT) are optimistic for FY 2022-23; however, estimates are still below pre-pandemic levels. TOT is estimated to be $1,440,000, a 20% increase from mid-year estimates, but represents only 90% of pre-pandemic levels. Franchise fees are collected from companies that provide electric, gas, cable, internet, and solid waste collection within the City. These fees have been steadily declining over the past few years as new services replace traditional television cable. FY 2022-23 estimates a decrease of $40,000.

The remaining 25% of general fund revenues include the final payment of American Rescue Plan funds and other sources such as licenses and permits, fines and forfeitures, investment earnings, fees for services, rental income, and recreation. Licenses and permits and fees for planning and building services are lower than mid-year estimates due to a reduction in development activity forecasted for the new year. Fines collected as a result of parking and traffic enforcement are also declining as a result of increased patrolling within the City. However, investment earnings will increase $200,000 due to projected higher interest rates. Recreation and rental income are expected to remain relatively flat.

General Fund Appropriations

General Fund operating expenditures are anticipated to increase $1,682,282 or 7.6%, compared to FY 2021-22 Mid-Year Budget. Total expenditures include salaries and benefits for 28 full-time positions, 5 elected officials, and part-time positions primarily in recreation. Incremental increases in appropriations across all departments are due to increases in contractual services, merit-based salary increases, and a cost-of-living (COLA) increase of 4.3% for full-time employees in FY 2022-23. In accordance with the Classification and Compensation Plan approved by Council in 2018, the COLA is based on the Annual Consumer Price Index, Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim (CPI) and is estimated at $123,615. In addition, appropriations include CalPERS unfunded pension liability payment of $98,471, which was an increase of $16,124 over the prior year.

The FY 2022-23 budget provides the necessary funding to continue essential services throughout the community. Funding increases for various projects and services are highlighted below.

Public Safety

Public Safety, which represents 44% of the City's General Fund budget, includes law enforcement, animal control, crossing guards, emergency management, and crime prevention. The cost of public safety has risen approximately $1.9 million or 22.6% since FY 2018-19 primarily due to contract increases for law enforcement services with the Orange County Sheriff's Department. For FY 2022-23, total public safety costs are

estimated to increase by $722,686 or 7.2% to a total cost of $10,741,476 to maintain current level of services. Increases to various public safety contracts and/or services include:

- Orange County Sheriff's Department - $624,558 or 6.7% increase to $9,917,083
- Animal control - $66,436 or 17.7% to $442,676
- Crossing guards - $14,237 or 7.3% increase to $209,732

Administration & Support

- November 2022 election - $85,000
- Funding for conferences and training which were brought back to levels prior to the pandemic - $20,000
- Information Technology related services for computer support, equipment replacement, and cameras – $58,000

Community Development

- Annual support and licensing for the new permit software - $45,000
- Special projects for Aliso Viejo Town Center - $79,000
- Development of the City's Housing Element - $75,000

Public Works

- Addition of a full-time Streets Supervisor - $150,000; however, the cost for the additional position have been offset by the reduction in contractual services
- Increases to County environmental wastewater permits - $38,200

Community and Services and Recreation

- Addition of Community Services Supervisor - $121,700

Capital Improvement

Other General Fund obligations include various transfers to capital funds for capital improvement projects, totaling $441,000 for FY 2022-233. Projects in FY 2022-23 include the following:

- Aliso Ranch - $181,000
- City Hall - $205,000
- Aliso Viejo Center - $25,000
- Wetlands Monitoring Project - $10,000
- Dairy Fork Wetland Project - $20,000

Special Revenue Funds

Special Revenue funds are expended in compliance with their funding stipulations; however, it is common to accumulate Special Revenue funds for multiple years in order to expend on larger City projects.

Road funds consist of Traffic Congestion Relief funds, Highway Users Tax also known as Gas Tax, Measure M2 and SB1 funds. These funds are restricted and may only be utilized for the maintenance and improvement of street and traffic projects.

Gas Tax is expected to increase by approximately $136,725, or 10.3%, based on recent projections provided by the State. These funds are primarily used for ongoing costs associated with street maintenance, street sweeping, street lighting, and pavement management. In addition, SB1 funds will also see an increase of $135,470, or 13.5%, and will be allocated towards street CIP projects. Increases in both Gas Tax and SB1 funds is primarily the result of higher gas prices.

Measure M2 was approved by voters in March 2011 and is a major revenue source for the City's streets and roads projects. Overall, the revenue projected in this category is expected to increase by $108,346, or 15.0%. Senior Mobility grant funds, which provides free door-to-door transportation services for any senior citizen residing in Aliso Viejo to attend programs at nearby senior centers, are also expected, totaling $25,430.

The Federal Grants fund includes $2,839,053 from the American Rescue Plan stimulus funds, which is designated for COVID mitigation efforts and to maintain public safety services as a result of the loss in revenue due to the pandemic. In addition, funding in the amount of $241,324 for Community Development Block Grant (CDBG), and $294,969 for CDBG Coronavirus funds is programed for fair and supportive housing initiatives, business grant program, senior meal programs, homeless prevention services, and youth programs.

Supplemental Law Enforcement Service Fund (SLESF) for front line local public safety programs and equipment is expected to be about the same as prior year at $176,620.

The Technology Grant is provided from public, educational, and government access (PEG) fees received through cable franchises. These funds are used for public programming, such as Council meetings, and are projected to decrease slightly as new services replace traditional cable television. Integrated Waste Management grants and AQMD AB2766 Subvention funds are expected to be about the same as the prior year. Revenues for the Other Grants fund vary from year to year depending on grant awards. Staff continues to actively seek grant opportunities as they arise.

Management services for the Aliso Viejo Center and the Aquatic Center are provided by two qualified management companies. Aliso Viejo Center revenues for FY 2022-23 are projected to be $2,400,910 and reflect a net transfer of $370,344 to the General Fund.

The Aquatic Center revenues are $944,000, with expenditures totaling $1,136,740. General Fund will fund the net cost of operations estimated to be $192,740.

Special Revenue Capital Improvement Projects scheduled for FY 2022-23 total $3,454,000 and includes the following projects:

- Los Aliso Road Traffic Signal Synchronization Program (RTSSP) - $14,000
- Aliso Creek RTSSP - $230,000
- Aliso Creek Rehabilitation (Wolverine to Alicia) - $1,633,000
- FY 2022-23 Surry Seal - $1,577,000
- Enterprise Rehabilitation Design (Aliso Creek to Aliso Viejo Pkwy) - $35,000
- Aliso Creek Rehabilitation Design (Enterprise to SR73) - $35,000

Conclusion

Staff continues its ongoing analysis of revenues and expenditures while following developments at the State level. Revenue enhancements, maintaining current service levels, ensuring the completion of capital improvement projects, and continuing to focus on economic development within the City is of the utmost priority. Staff continues to explore revenue enhancement opportunities and seek outside grants and other funding opportunities, when possible, to uphold the City's vision of offering excellent amenities to residents and businesses.

The FY 2022-23 Draft Budget was developed taking current economic conditions into consideration and includes growth in appropriations necessary to maintain current service levels and accommodate Council-approved programs and projects.

Attachments:

1. Government Wide Resources and Appropriations

2. General Fund Resources and Appropriations

3. Capital Projects

4. Draft Budget Presentation

CITY OF ALISO VIEJO

GOVERNMENT WIDE-RESOURCES AND APPROPRIATIONS

FY 2022-23 DRAFT BUDGET

		FY 2021-22 Adopted Budget	FY 2021-22 Amended Budget	FY 2021-22 Mid-Year Budget	FY 2022-23 Draft Budget
RESOURCES					
101	General Fund	22,217,530	22,217,530	22,869,051	23,838,978
202	Traffic Congestion	1,125	1,125	1,125	1,125
203	Gas Tax	1,324,775	1,324,775	1,324,775	1,461,500
204	Measure M	721,160	721,160	721,160	829,506
205	SB1-RMRA	1,004,670	1,004,670	1,004,670	1,140,140
215	Public Safety Grants	176,620	176,620	176,620	176,620
221	AQMD Air Quality	73,240	73,240	73,240	70,000
225	Integrated Waste Management	12,925	12,925	12,925	12,925
231	Other Grants	210,405	420,108	490,108	75,405
241	Technology Grant	125,150	125,150	125,150	109,000
245	Development Impact	-	-	-	-
251	Federal Grants	3,338,820	3,338,820	3,338,820	3,375,346
260	City Fac.-Conference Center	1,875,150	1,875,150	2,646,070	2,400,910
261	City Fac.-Aquatic Center	1,023,110	1,023,110	1,033,085	1,136,740
	Total Estimated Resources	32,104,680	32,314,383	33,816,799	34,628,195
APPROPRIATIONS					
101	General Fund	22,065,415	22,075,415	22,095,858	23,778,140
202	Traffic Congestion	144,305	144,305	90,905	76,000
203	Gas Tax	1,131,800	1,131,800	1,198,700	1,382,800
204	Measure M	816,125	816,125	869,525	1,597,965
205	SB1-RMRA	1,225,000	1,225,000	1,225,000	1,703,000
215	Public Safety Grants	192,315	192,315	192,315	192,315
221	AQMD Air Quality	65,000	65,000	65,000	100,000
225	Integrated Waste Management	13,000	13,000	25,000	16,000
231	Other Grants	210,000	419,703	419,703	-
241	Technology Grant	75,180	80,180	180,180	75,180
245	Development Impact	-	-	-	-
251	Federal Grants	3,020,120	3,020,120	3,353,025	3,080,377
260	City Fac.-Conference Center	1,875,150	1,875,150	2,646,070	2,400,910
261	City Fac.-Aquatic Center	1,023,110	1,023,110	1,033,085	1,136,740
280	Improvement & Replacement Fund	-	-	-	-
	Total Estimated Appropriations	31,856,520	32,081,223	33,394,366	35,539,427
NET CHANGE IN FUND BALANCE		248,160	233,160	422,433	(911,232)
	Beginning Fund Balance	32,315,354	32,315,354	32,315,354	32,078,587
		-		-	-
	GF Reserves	(659,200)	(659,200)	(659,200)	(657,050)
PROJECTED ENDING FUND BALANCE		31,904,314	31,889,314	32,078,587	30,510,305

CITY OF ALISO VIEJO

GENERAL FUND RESOURCES AND APPROPRIATIONS

FY 2022-23 DRAFT BUDGET

	FY 2021-22 Adopted Budget	FY 2021-22 Amended Budget	FY 2021-22 Mid-Year Budget	FY 2022-23 Draft Budget
RESOURCES				
Property Tax	9,009,900	9,009,900	9,161,063	9,490,000
Sales Tax	4,680,000	4,680,000	5,000,000	5,580,000
TOT	1,200,000	1,200,000	1,200,000	1,440,000
Franchise	1,580,000	1,580,000	1,545,000	1,505,000
Other Taxes	40,175	40,175	40,175	40,175
Licenses & Permits	716,100	716,100	718,300	619,600
Fines & Forfeitures	280,000	280,000	250,000	220,000
Rev-Use of Money & Property	126,725	126,725	100,000	300,000
Intergovernmental Revenue	50,000	50,000	42,500	47,500
Current Service Charges	340,850	340,850	321,850	295,600
Rental Income	185,410	185,410	205,903	212,316
Recreation Services	806,030	806,030	798,805	813,200
Other Revenue	80,040	80,040	80,040	66,200
Transfers	3,122,300	3,122,300	3,405,415	3,209,387
Total Estimated Resources	**22,217,530**	**22,217,530**	**22,869,051**	**23,838,978**
APPROPRIATIONS				
City Council	196,065	196,065	209,062	204,760
City Manager	725,815	725,815	724,820	773,715
Economic Development	476,870	476,870	486,870	466,800
Human Resources	254,160	234,160	153,790	223,786
City Clerk	428,630	428,630	428,630	532,765
City Attorney	465,000	465,000	465,000	465,000
Finance	937,690	937,690	698,105	949,790
Information Technology	917,730	943,055	1,005,803	1,033,734
Central Services	602,760	602,760	587,260	598,920
Community Services Admin	686,795	676,470	637,810	474,379
Iglesia Park	193,000	193,000	175,950	184,249
Iglesia Building	52,000	52,000	54,300	53,845
Iglesia Park Community Center	157,500	157,500	157,500	177,500
Planning	1,066,310	1,081,310	1,078,285	1,299,280
Building & Safety	648,130	648,130	648,130	671,220
Code Enforcement	106,000	106,000	106,000	106,000
Public Works - Engineering	1,372,480	1,372,480	1,349,235	1,516,656
Traffic Engineering	-	-	-	-
Street Maintenance	538,700	538,700	538,700	433,700
Law Enforcement - Contract	9,292,525	9,292,525	9,292,525	9,917,083
Law Enforcement - Other	282,050	282,050	282,050	296,287
Crime Prevention	36,075	36,075	33,075	50,530
Animal Care Services	376,240	376,240	376,240	442,676
EOC	34,900	34,900	34,900	34,900
Transfer Out - Other Funds	354,370	354,370	504,162	633,740
City Hall	232,260	232,260	242,260	220,866
Recreation	1,631,360	1,631,360	1,825,396	2,015,959
Total Estimated Appropriations	**22,065,415**	**22,075,415**	**22,095,858**	**23,778,140**
Net Change in Fund Balance	**152,115**	**142,115**	**773,193**	**60,838**
Beginning Fund Balance	27,131,163	27,131,163	27,131,163	27,245,156
GF Reserves for COP	(659,200)	(659,200)	(659,200)	(657,050)
Ending Fund Balance	26,624,078	26,614,078	27,245,156	26,648,944

CITY OF ALISO VIEJO

CAPITAL IMPROVEMENT PLAN

FY 2022-23

Proj. #	Project Description	Total Cost	General Fund	TCRF	M2 Fairshare	Meas. M Comp.	Gas Tax	SB1	Federal Grants	State Grants/ Other	Technology Fund	Reimbursements From Other Govts	Beverage Container	Community Enhancement
	Traffic Management/Safety Projects (311-8201)													
122	Los Aliso RTSSP	14,000			14,000									
130	Aliso Creek Road RTSSP	230,000		76,000	154,000									
	Total	244,000	-	76,000	168,000	-	-	-	-	-	-	-	-	-

Proj. #	Project Description	Total Cost	General Fund	TCRF	M2 Fairshare	Meas. M Comp.	Gas Tax	SB1	Federal Grants	State Grants/ Other*	Technology Fund	Reimbursements From Other Govts	Beverage Container	Community Enhancement
	Street Improvement Projects (311-8301)													
136	Aliso Creek Rehab (Wolverine to Alicia)	1,633,000			-			1,633,000						
135	Slurry Seal - FY 22-23	1,577,000			1,400,000		177,000							
128	Enterprise Rehab Design - Aliso Creek to Aliso Viejo Pkwy	35,000						35,000						
134	Aliso Creek Rehab Design - Enterprise to SR73	35,000						35,000						
	Total	3,280,000	-	-	1,400,000	-	177,000	1,703,000	-	-	-	-	-	-

Proj. #	Project Description	Total Cost	General Fund	TCRF	M2 Fairshare	Meas. M Comp.	Gas Tax	SB1	Federal Grants	State Grants/ Other	Technology Fund	Reimbursements From Other Govts	Beverage Container	Community Enhancement
	Capital Improvements (331-8701)													
049	AV Ranch Public Works Projects	181,000	181,000											
049	*AV Ranch Re-Sod Turf Area*	*25,000*	*25,000*											
049	*AV Ranch Wood Seal Improvements*	*90,000*	*90,000*											
049	*AV Ranch Drainage Improvements*	*35,000*	*35,000*											
049	*AV Ranch Fiber between Ranch and Aliso Creek Rd*	*20,000*	*20,000*											
049	*AV Ranch Barn HVAC*	*6,000*	*6,000*											
049	*AV Ranch Farm Re-Sod Turf Area*	*5,000*	*5,000*											
057	City Hall Improvements	205,000	205,000											
057	*City Hall 2nd Floor Tenant Improvements*	*175,000*	*175,000*											
057	*City Hall Landscaping Improvements*	*30,000*	*30,000*											
111	AV Ctr Improvements	25,000	25,000											
111	*AV Ctr Square Lawn Artifiicial Turf*	*25,000*	*25,000*											
	Total	411,000	411,000	-	-	-	-	-	-	-	-	-	-	-

Proj. #	Project Description	Total Cost	General Fund	TCRF	M2 Fairshare	Meas. M Comp.	Gas Tax	SB1	Federal Grants	State Grants/ Other**	Technology Fund	Reimbursements From Other Govts	Beverage Container	Community Enhancement
	Stormwater Improvements (332-8601)													
030	Wetlands Monitoring Project	10,000	10,000											
091	Dairy Fork Wetland Project	20,000	20,000											
	Total	30,000	30,000	-	-	-	-	-	-	-	-	-	-	-
	GRAND TOTAL	**3,965,000**	**441,000**	**76,000**	**1,568,000**	**-**	**177,000**	**1,703,000**	**-**	**-**	**-**	**-**	**-**	**-**

CITY OF ALISO VIEJO
CAPITAL IMPROVEMENT PLAN
FY 2022-23

		Total	5101 Planning	5501 Design	5601 Const. Mgmt	5701 Construction	5702 Contra-Expense	5901 Contingency	5910 Improvements	5911 Rehabilitation
Transfer Detail										
Traffic Management/Safety Projects (311-4-8201)										
122	Los Aliso RTSSP	14,000				14,000				
130	Aliso Creek Road RTSSP	230,000				230,000				
	Total	244,000	-	-	-	244,000	-	-	-	-
Street Improvement Projects (311-4-8301)										
128	Enterprise Rehab Design - Aliso Creek to Aliso Viejo Parkway	35,000		35,000						
134	Aliso Creek Rehab Design - Enterprise to SR73	35,000		35,000						
135	Slurry Seal - FY 22-23	1,577,000			70,000	1,370,000		137,000		
136	Aliso Creek Rehab (Wolverine to Alicia)	1,633,000			60,000	1,430,000		143,000		
	Total	3,280,000	-	70,000	130,000	2,800,000	-	280,000	-	-
Capital Improvements (331-4-8701)										
049	AV Ranch Public Works Projects	181,000							181,000	
049	*AV Ranch Re-Sod Turf Area*	*25,000*							*25,000*	
049	*AV Ranch Wood Seal Improvements*	*90,000*							*90,000*	
049	*AV Ranch Drainage Improvements*	*35,000*							*35,000*	
049	*AV Ranch Fiber between Ranch and Aliso Creek Rd*	*20,000*							*20,000*	
049	*AV Ranch Barn HVAC*	*6,000*							*6,000*	
049	*AV Ranch Farm Re-Sod Turf Area*	*5,000*							*5,000*	
057	City Hall Improvements	205,000	-	30,000	-	-	-	-	175,000	-
057	*City Hall 2nd Floor Tenant Improvements*	*175,000*							*175,000*	
057	*City Hall Landscaping Improvements*	*30,000*		*30,000*						
111	AV Ctr Improvements	25,000							25,000	
111	*AV Ctr Square Lawn Artifiicial Turf*	*25,000*							*25,000*	
	Total	411,000	-	30,000	-	-	-	-	381,000	-
Stormwater Improvements (332-4-8601)										
030	Wetlands Monitoring Project	10,000	-	-	-	-		-	-	10,000
091	Dairy Fork Wetland Project	20,000	-	-	-	-		-	-	20,000
	Total	30,000	-	-	-	-	-	-	-	30,000
	GRAND TOTAL	**3,965,000**	**-**	**100,000**	**130,000**	**3,044,000**	**-**	**280,000**	**381,000**	**30,000**

ALISO VIEJO

Draft Budget
FY 2022-23

City Council

June 1, 2022

FY 2022-23 Budget

General Fund Considerations

Resources

- Stable Property Tax
- Sales Tax Growth
- Rebounding TOT
- ARPA Funding
- Other

Appropriations

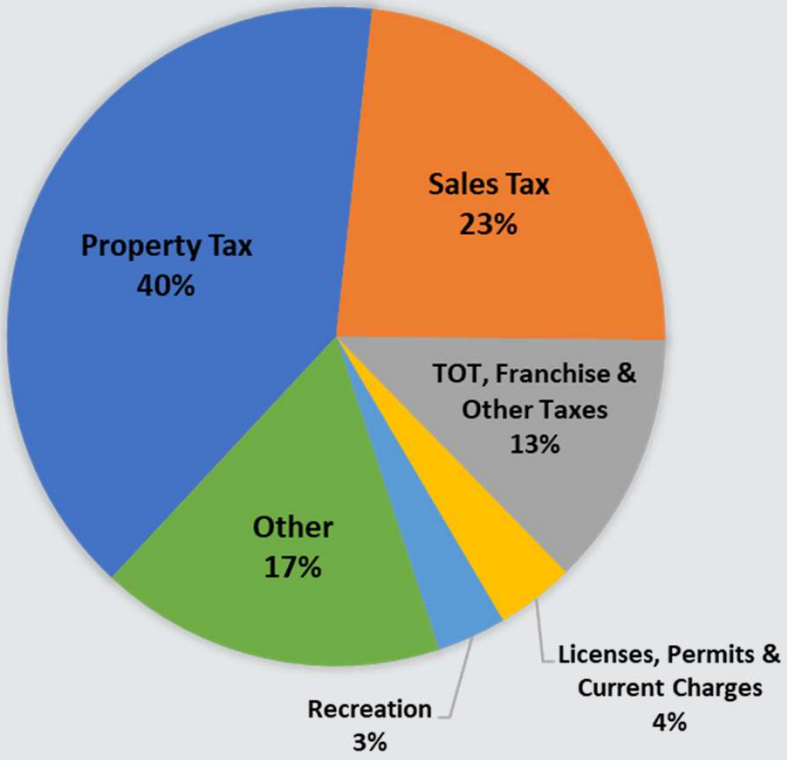
- Continuation of all current programs and services
- Contractual Increases
- Salaries & Benefits
  - 4.3% COLA - $123,615
- Mandates
- Capital Improvement

ALISO VIEJO

FY 2022-23 Budget

General Fund Revenues

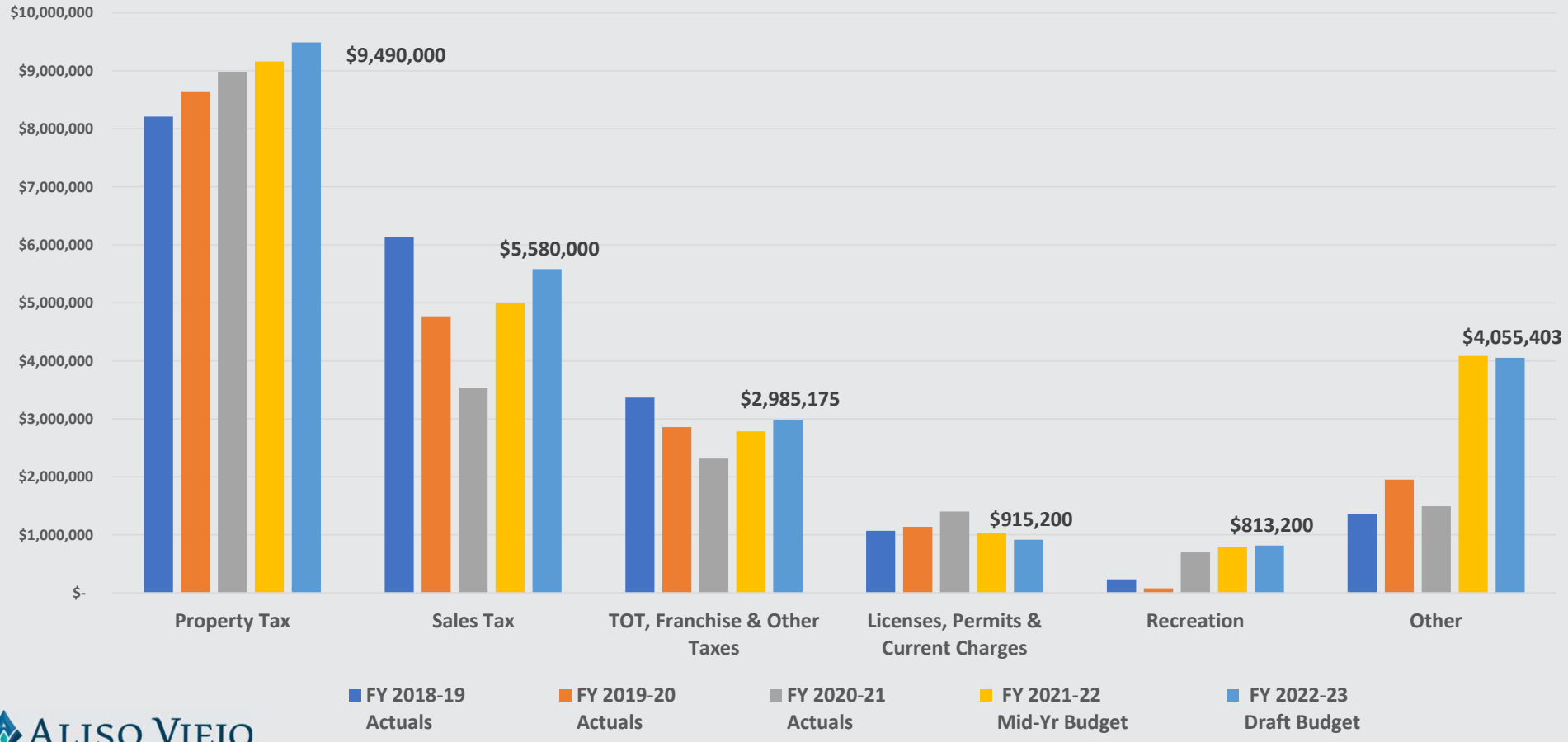
General Fund Revenues	FY 2021-22 Mid-Yr Budget	FY 2022-23 Draft Budget	Increase/ (Decrease)
Property Tax	$ 9,161,063	$ 9,490,000	$ 328,937
Sales Tax	$ 5,000,000	$ 5,580,000	$ 580,000
TOT, Franchise & Other Taxes	$ 2,785,175	$ 2,985,175	$ 200,000
Licenses, Permits & Current Charges	$ 1,040,150	$ 915,200	$ (124,950)
Recreation	$ 798,805	$ 813,200	$ 14,395
Other	$ 4,083,858	$ 4,055,403	$ (28,455)
Total	$ 22,869,051	$ 23,838,978	$ 969,927



ALISO VIEJO

FY 2022-23 Budget

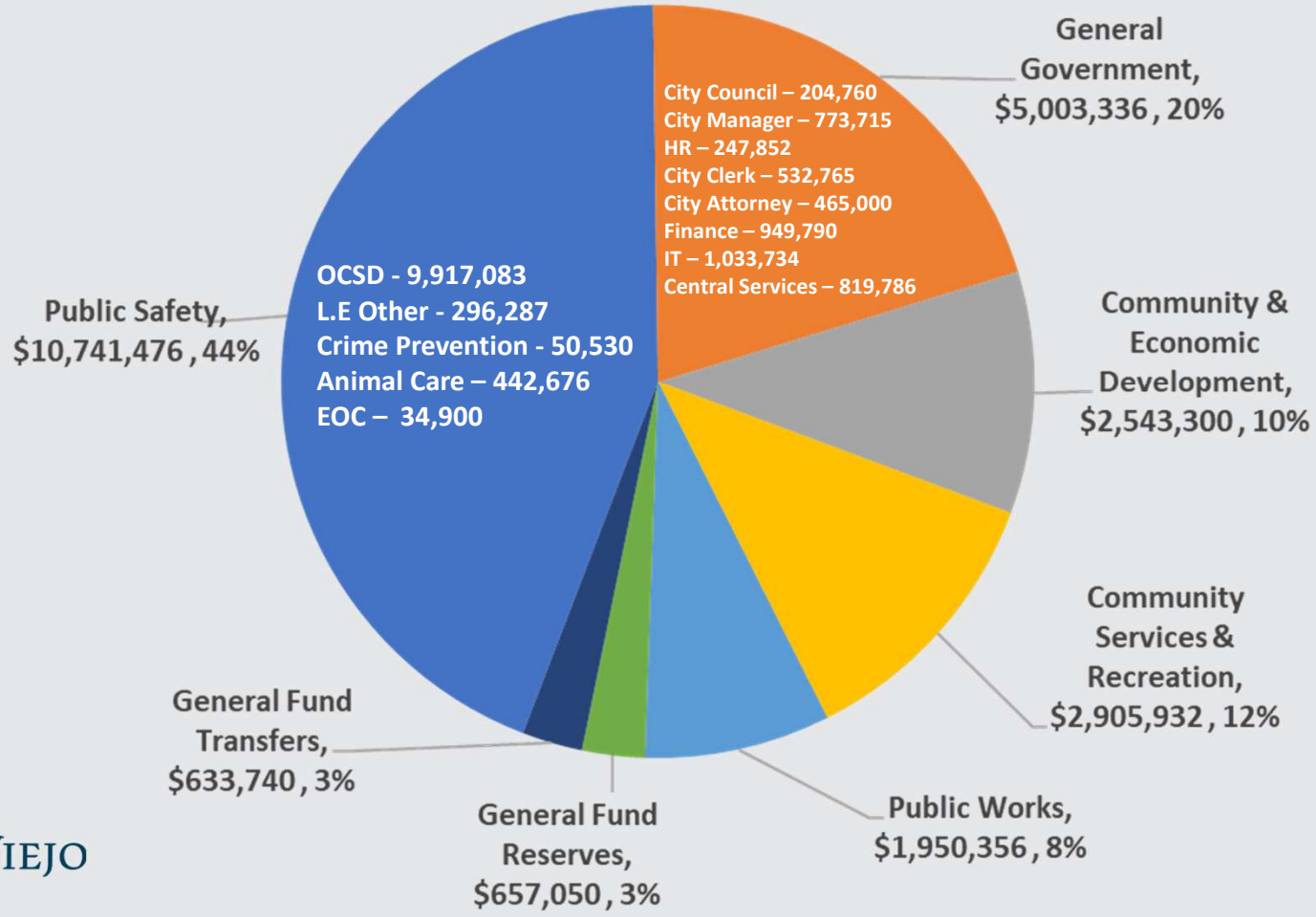
General Fund Revenues



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FY 2022-23 General Fund

Appropriations by Department



ALISO VIEJO

FY 2022-23 Budget

Department Budgets Highlights

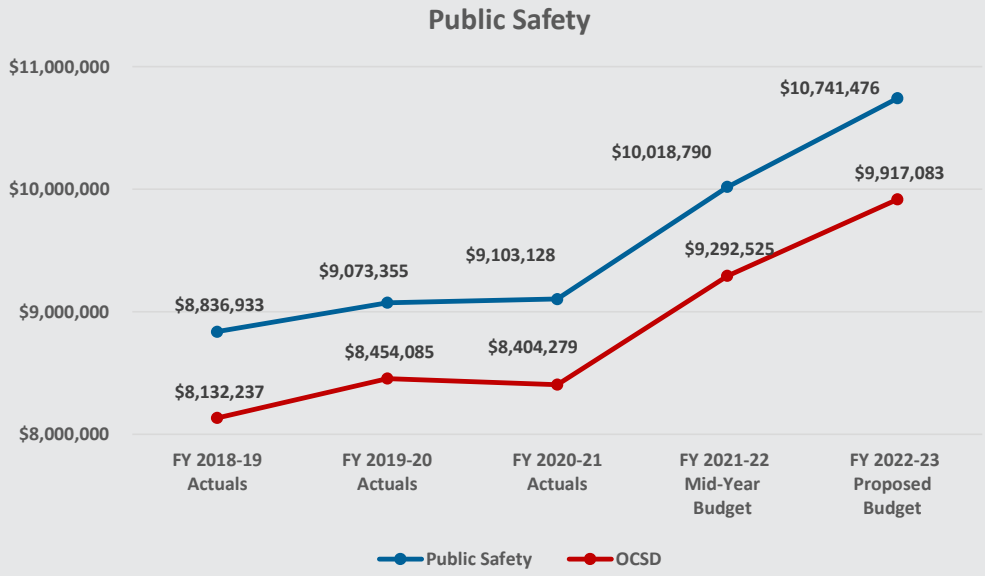
- **General Government**
  - November Election - $85,000
  - IT Computer Replacement, Camera Licensing, Server Support- $58,000
- **Community Services & Recreation-**
  - Addition of Full-time Community Services Supervisor -$121,700
- **Community Development**
  - Permit Software Licensing & Support $45,000
  - Special Projects for Aliso Viejo Town Center - $79,000
  - Housing Element - $75,000
- **Public Works**
  - Addition of Full-Time Streets Supervisor $150,000 (offset by reduction in contractual services)

ALISO VIEJO

FY 2022-23 Budget

Public Safety

- **OC Sheriff's Dept - $9,917,083**
  - Increase of $624,558, 6.7%
- **Animal Control - $442,676**
  - Increase of $66,436, 17.8%
- **Crossing Guards - $209,732**
  - Increase of $14,237, 7.3%



ALISO VIEJO

FY 2022-23 General Fund

Capital Improvement Projects

- **AV Ranch - $181,000**
  - Wood seal improvements
  - Barn HVAC improvements
  - Drainage improvements
  - Re-sod turf area
  - Fiber Optics between Ranch and Aliso Creek Road
- **City Hall Improvements - $205,000**
  - Tenant Improvements
  - Landscaping Design
- **AV Center - $25,000**
  - Turf Improvements
- **Stormwater Projects - $30,000**
  - Ongoing monitoring of Dairy Fork and Wetlands areas

ALISO VIEJO

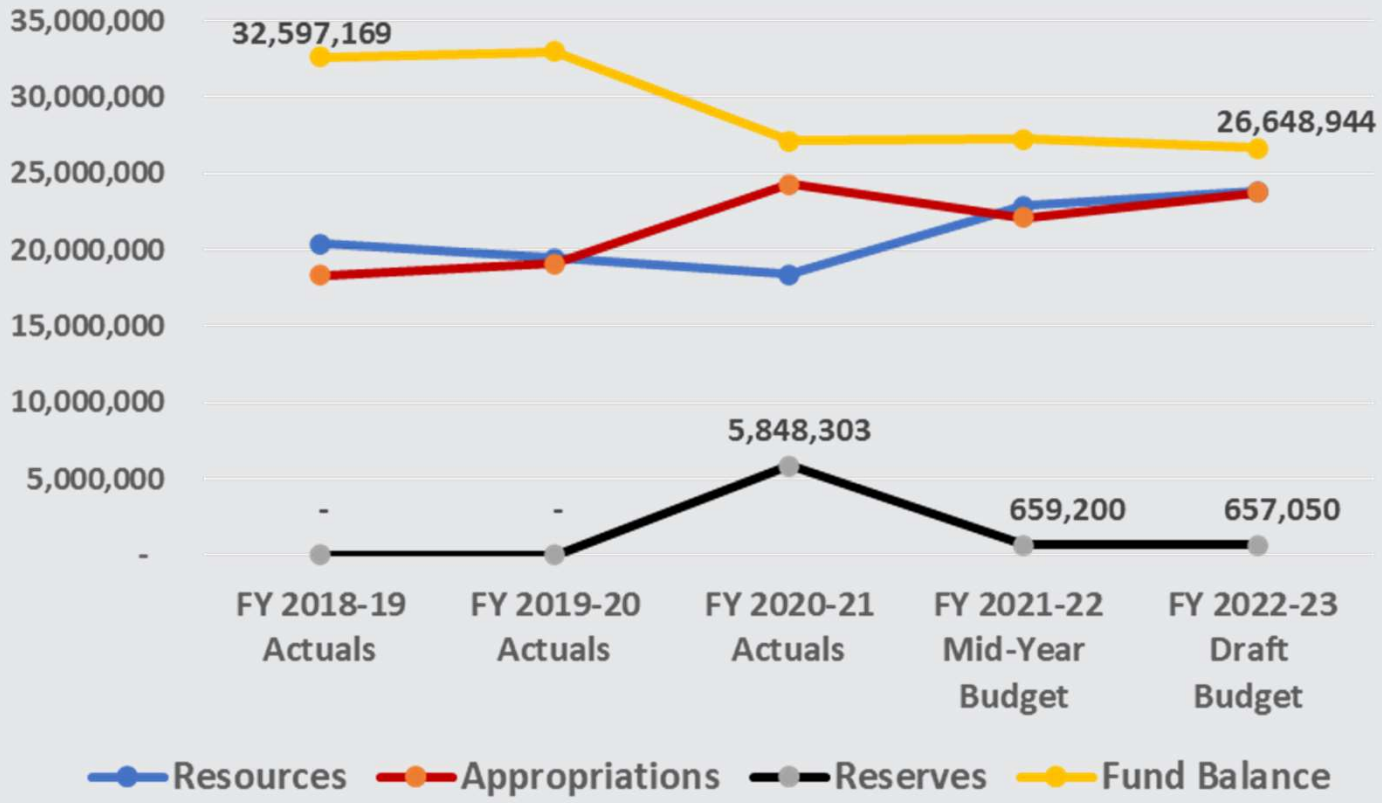
FY 2022-23 General Fund
Resources, Appropriations & Fund Balance

Estimated Beginning Fund Balance		$ 27,245,156
Resources	23,838,978	
Appropriations	(23,778,140)	
Estimated Operating Surplus		60,838
Debt Payment		(657,050)
Estimated Ending Fund Balance		$ 26,648,944

ALISO VIEJO

General Fund

Resources, Appropriations & Fund Balance



ALISO VIEJO

FY 2022-23 Budget

Government Wide Resources

- **Special Revenue Funds**
  - Gas Tax, Measure M, SB1, Traffic Congestion Relief
  - Federal, Public Safety, and Other Grants
  - Air Quality AB2766 (AQMD)
  - Integrated Waste Management
  - City Conference & City Aquatic Center
- **Total Resources: $34,628,195**
- **Total Appropriations: $35,539,427**
- **Projected Ending Fund Balance: $30,510,305**

ALISO VIEJO

FY 2022-23 Special Revenue

Capital Improvement Projects

- **Gas Tax/SB1/Measure M**
  - Aliso Creek Road Traffic Signal Synchronization Project (RTSSP) - $230,000
  - Los Alisos RTSSP - $14,000
  - Aliso Creek Rehab (Wolverine to Alicia) - $1,633,000
  - Slurry Seal - $1,577,000
  - Enterprise Rehab Design (Aliso Creek to Aliso Viejo Parkway) - $35,000
  - Aliso Creek Rehab Design (Enterprise to SR 73) - $35,000

ALISO VIEJO

Questions?