



OPEN MEETING

REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL MAINTENANCE AND CONSTRUCTION COMMITTEE*

**Monday, July 1, 2024 at 1:30 p.m.
24351 El Toro Road, Laguna Woods, CA 92637
Board Room and Virtual with Zoom**

Laguna Woods Village owners/residents are welcome to participate in all open committee meetings in-person and virtually. To submit comments or questions virtually for committee meetings, please use one of the following options:

1. Join the committee meeting via Zoom by clicking this link:
<https://us06web.zoom.us/j/81435641900> or by calling 1-669-900-6833, Webinar ID: 81435641900.
2. Via email to meeting@vmsinc.org any time before the meeting is scheduled to begin or during the meeting. Please use the name of the committee in the subject line of the email. Name and unit number must be included.

NOTICE AND AGENDA

This Meeting May Be Recorded

1. Call Meeting to Order
2. Approval of the Agenda
3. Approval of the Meeting Report from May 6, 2024
4. Remarks of the Chair
5. Member Comments – *(Items Not on the Agenda)*
6. Response to Member Comments
7. Department Head Update
 - Building 3500 Ramp/Parking Striping Update
 - M&C 2025 Budget Update
 - Gate 11 Seepage Update
8. Consent: *All matters listed under the Consent Calendar are considered routine and will be enacted by the committee by one motion. In the event that an item is removed from the Consent Calendar by members of the committee, such item(s) shall be the subject of further discussion and action by the committee.*
 - a. Project Log

9. Items for Discussion and Consideration

- a. Pilot Battery Storage System for EV Charging in 3-Story Buildings (Chair)
- b. Building 3101 Walkway Realignment
- c. 2024 Asphalt Program Update
- d. Wasteline Epoxy Lining
 - i. Inspection Videos
 - ii. 3-Story Buildings Lining History
 - iii. 2025 Request for Proposals

10. Future Agenda Items: *All matters listed under Future Agenda Items are items for a future committee meeting. No action will be taken by the committee on these agenda items at this meeting.*

- a. Incentive to Upgrade Pipes and/or Dedicated Water Shut-Off Valves in Walls During Remodeling

11. Committee Member Comments

12. Date of Next Meeting: Monday, September 9, 2024 at 9:30 a.m.

13. Recess – At this time, the committee will recess to closed session to discuss contractual matters.

*A quorum of the Third Board or more may also be present at the meeting.

Brad Rinehart, Chair
Manuel Gomez, Staff Officer
Telephone: 949-268-2380

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OPEN MEETING

REPORT OF THE REGULAR MEETING OF THE THIRD LAGUNA HILLS MUTUAL MAINTENANCE AND CONSTRUCTION COMMITTEE

**Monday, May 6, 2024 at 9:30 a.m.
24351 El Toro Road, Laguna Woods, CA 92637
Board Room and Virtual with Zoom**

REPORT

MEMBERS PRESENT: Brad Rinehart – Chair, Jim Cook, SK Park

MEMBERS ABSENT: Reza Karimi, Moon Yun

STAFF PRESENT: Manuel Gomez – Maintenance & Construction Director, Ian Barnette – Maintenance & Construction Assistant Director, Bart Mejia - Maintenance & Construction Assistant Director, Guy West – Projects Division Manager, Mathew Aldaz – Maintenance Services Manager, Laurie Chavarria – Senior Management Analyst, Sandra Spencer – Administrative Assistant

1. Call Meeting to Order

Chair Rinehart called the meeting to order at 1:30 p.m.

2. Approval of the Agenda

A request was made to move Agenda Item 8.a Project Log to Agenda Item 9. Items for Discussion and Consideration as new Item 9.e. Hearing no objection, the agenda was approved as amended.

3. Approval of the Meeting Report from March 4, 2024

Hearing no objection, the meeting report was unanimously approved.

4. Remarks of the Chair

None.

5. Member Comments – (Items Not on the Agenda)

- A member commented on exterior paint colors to match powder coated rain gutters, positioning of concrete splash pads under downspouts, frequency of the gutter inspection program, and potted plants on balconies.

6. Response to Member Comments

Staff responded to the member's comments and will follow up as appropriate.

7. Department Head Update

- 2025 Budget Issues

Mr. Gomez provided a preview of recommendations from M&C which will be presented at the Third Mutual budget meeting on May 23, 2024. Recommendations include an increase in funding for pest control, gutter screen program, paving, emergency roof repairs and roof replacements, dry rot repairs, washing machine replacements, and elevator refurbishments. Other items that will be presented for board review include funding for a consultant to address renewable energy options and contracting a licensed Quality Control Supervisor to oversee work completed by outside vendors and staff.

- 2131-H Gutter Waiver Refusal

Staff reported on the request of the owner to not have gutters installed on their manor in exchange for signing a waiver accepting responsibility should any damage occur due to lack of gutters. The owner elected not to sign the waiver. Staff will proceed with the gutter installation.

- Street Light and Walkway Light Maintenance Responsibility

Mr. Gomez reported on the responsible parties for various types of exterior lighting within the mutual and estimated response times. Staff is exploring the possible addition of an auto-reply email to provide updates on reported outages. Discussion ensued regarding solar alternatives for walkway lighting and using LED bulbs where possible.

- 8. Consent:** *All matters listed under the Consent Calendar are considered routine and will be enacted by the committee by one motion. In the event that an item is removed from the Consent Calendar by members of the committee, such item(s) shall be the subject of further discussion and action by the committee.*

- a. Project Log
- b. Annual Solar Production Report/Return on Investment (ROI) Update

The project log was moved to Agenda Item 9.e. for discussion.

The remainder of the consent calendar was unanimously approved.

9. Items for Discussion and Consideration

- a. Ramp Request in Front of Building 3500

Mr. Mejia provided an overview of the request for ramps at various locations at Building 3500. Discussion ensued regarding the estimated costs, budget, and existing standard which allows owners to install ramps at owner's expense according to established guidelines.

A motion was made and seconded to recommend the board direct staff to add diagonal pavement striping at the curb cut at the south end of the building to designate a drop-off area. The motion passed unanimously.

Discussion followed regarding curbs at nearby corners on Bahia Blanca West which lack curb cuts. Staff explained that those curbs are the property of GRF and there is no program to add curb cuts. Committee members suggested discussing the item with the GRF Board at the upcoming 2025 budget meetings.

- b. 2024 Asphalt/Seal Coat Program Update

Mr. West provided an overview of the 2024 paving program via PowerPoint Presentation and answered questions from the committee.

- c. Supplemental Budget Appropriation for Emergency Roof Repairs

Mr. West provided an explanation of the request and answered questions from the committee.

Director Park made a motion to recommend the board approve a supplemental appropriation from the reserve fund in the amount of \$300,000 to Letner Roofing for emergency roofing repairs completed and projected for the remainder of 2024. The motion passed unanimously.

d. Reimbursement Request for Annual Golf Cart Charging Fee

The committee discussed the request for a prorated reimbursement of the annual golf cart carport charging fee of \$155 as the owner is no longer charging his golf cart in the carport.

Director Cook made a motion to recommend the board reimburse the member the prorated amount of \$116.25 for the remainder of 2024. The motion passed by a vote of 2/1/0 (Director Park opposed).

e. Project Log

Staff answered questions from the committee.

10. Future Agenda Items: *All matters listed under Future Agenda Items are items for a future committee meeting. No action will be taken by the committee on these agenda items at this meeting.*

a. Incentive to Upgrade Pipes and/or Dedicated Water Shut-Off Valves in Walls During Remodeling


The committee suggested staff prepare a policy offering a reimbursement amount equal to the cost to reline the manor water lines.

11. Committee Member Comments

- Director Park commented on the progress of eliminating ground water seepage within areas of Gate 11.
- Director Cook made suggestions for the RPF for the Quality Control Supervisor.

12. Date of Next Meeting: Monday, July 1, 2024 at 1:30 p.m.

13. Recess: The meeting was recessed at 3:25 p.m.



Brad Rinehart

Brad Rinehart, Chair
Manuel Gomez, Staff Officer
Telephone: 949-268-2380

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June 25, 2024

J.N. 20-307

LAGUNA WOODS VILLAGE

24351 El Toro Road

Laguna Wood, California 92637

Attention: Ms. Azita Badri

Subject: Supplemental Proposal for Additional Geotechnical Services, Nuisance Seepage at Toe-of-Slope along Cul-de-sac at South End of Brazo, Laguna Woods, California

References: See Attached List

Dear Ms. Badri:

In accordance with our on-site meeting with you, **Petra Geosciences, Inc. (Petra)** is presenting this supplemental proposal. During our meeting, it was discussed that the upgraded drainage system had been installed along the east side of Calzado and the south end of the cul-de-sac of Brazo. Additionally, seepage was still being observed along the east side of Duenas.

PURPOSE AND SCOPE OF SERVICES

Petra's proposed scope of work is to perform a subsurface investigation to evaluate subsurface conditions at the site including depth to bedrock and groundwater. Borings will be excavated at both of the locations currently experiencing seepage, as well as in areas of previous seepages where drainage systems had been installed. Therefore, we propose to perform the following services:

1. Coordinate with the local underground utilities locating service (Underground Service Alert) to obtain an underground utilities clearance prior to commencement of the subsurface investigation.
2. Drill 4 to 6 exploratory hand-auger borings; one along the east side of Calzado, one to two behind 5186 Duenas, one to two between 5181 & 5182 Duenas, and one at the south end of the cul-de-sac of Brazo to depths of approximately 4 to 8 feet below the existing ground surface to evaluate subsurface soil, geologic and groundwater conditions. Upon completion of sampling and logging, the hand-auger borings will be backfilled with excavated soil cuttings. It is our understanding that we will have permission to access the property, that you will provide access to the site for our personnel and equipment, and that weekend work is not a requirement.
3. Collect representative bulk and/or relatively undisturbed soil samples for laboratory analysis.
4. Perform laboratory analyses on soil samples, which may include the following: in-situ unit weight and moisture content; laboratory maximum dry density determination and optimum moisture content; and expansion potential.
5. Perform geologic and engineering analysis on the data collected.
6. Prepare a geotechnical report presenting our findings, conclusions, and recommendations regarding the subject nuisance water.

SCHEDULE

We expect to begin scheduling our investigation as soon as is practicable upon receiving this fully executed proposal with your written authorization to proceed. We anticipate that the fieldwork will be complete approximately 1 to 2 weeks after receipt of authorization, weather permitting and subject to subcontracted labor and/or equipment availability. The time required for completion of our report is contingent upon several factors including time required to perform laboratory analysis, engineering analysis, and geotechnical map preparation among other factors. In consideration of these factors, we anticipate that our geotechnical report will be available approximately 4 to 5 weeks after receipt of your written authorization to proceed.

We will maintain contact with you during the course of our investigation to keep you informed of our findings. Upon request, we can provide tentative geotechnical design parameters to you or your representative as soon as they are determined if the above schedule for report delivery is not compatible with your time schedule. In the event that an accelerated report preparation time is desired, we would be pleased to discuss the conditions of such service with you at your convenience.

AUTHORIZATION

The opportunity to present this proposal is sincerely appreciated. Please do not hesitate to call if there are questions or comments regarding the proposed scope or methodology.

This amendment to the original proposal (dated August 19, 2020) between the parties is subject to the limitation of liability set forth in said proposal, the terms and conditions of which are incorporated herein by this reference as though set forth in full.



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Third Mutual Project Log July 2024 (Prepared June 20)					
#	Name	Description	Status	Estimated Completion/ On-going Programs	Budget (as of April)
1	Senate Bill 326 Load Bearing Component Inspections	<p>This program is funded to conduct an assessment of exterior elevated elements, defined as the load-bearing components, in selected buildings and facilities within the community.</p> <p>Inspection submittal requirements due January 2025, as outlined in Senate Bill 326.</p> <p>Final report will be presented in October 2024.</p>	<p>73 buildings will be inspected in 2024</p> <p>28 buildings inspected in March: 2249, 2250, 2259, 2260, 3011, 3019, 3020, 3021, 3026, 3029, 3031, 4018, 4019, 4020, 4021, 4022, 3427, 3428, 3429, 2401, 2402, 3241, 3242, 3415, 3416, 3417, 5523, 5525</p> <p>14 buildings inspected in April: 3434, 3435, 2354, 2355, 2384, 2385, 2386, 2387, 2388, 4003, 4004, 4005, 4012, 4013</p> <p>15 buildings inspected in May: 3335, 3336, 3337, 3338, 3420, 2294, 4006, 4008, 4009, 4010, 4011, 4014, 4015, 2399, 2400</p> <p>16 buildings scheduled in June: 2117, 2118, 2120, 2134, 2135, 2136, 2227, 2229, 2231, 2232, 2237, 2239, 2240, 2241, 2242, 2244</p> <p>468 buildings scheduled for inspection in 2024 (approx. 39 buildings per month).</p>	<p>March - June</p>	<p>Budget: \$92,495 Recorded Exp: \$31,844 Balance: \$60,651</p>
2	Annual Termite Inspections	<p>This annual program is funded to provide pest control inspection services.</p>	<p>Inspections are underway in Gate 5 and 6. Between January and June, 180 buildings were inspected and 21 required treatment.</p>	<p>December</p>	<p>Budget: \$46,800 Recorded Exp: \$0 Balance: \$46,800</p>

#	Name	Description	Status	Estimated Completion/ On-going Programs	Budget (as of April)
3	Pest Control for Termites	This annual program is funded to eradicate dry wood termites from inaccessible areas by tenting buildings for fumigation and includes hotel accommodations during whole structure fumigation. The program also includes funding for local termite treatments and the removal of bees/wasps as needed.	53 buildings scheduled for fumigation in 2024. 2 buildings scheduled in June : 2369, 2384 (48 manors) 9 buildings scheduled for July : 3159, 3057, 3171, 3187, 3126, 3229, 3251, 3255, and 3148 (27 manors) Buildings completed in 2024: 5540, 5590, 5512, 5587, 5422, 5474, 5487, 5480, 3099 (25 manors)	May to November	Budget: \$330,316 Recorded Exp: \$4,104 Balance: \$326,212
4	Waste Line Remediation	This ongoing program is funded to install seamless epoxy liners within existing interior and exterior waste pipes to mitigate future root intrusion as well as to resolve and prevent future back-up problems related to compromised pipes.	Total number of buildings in Third Mutual: 1,405 Number of buildings left to complete: 1,020 Buildings remaining for 2024: 2393, 2354 Buildings completed in 2024: 2392, 2394, 5518, 4011, 3421	December	Budget: \$1,500,000 Recorded Exp: \$692,796 Balance: \$807,204
5	Water Lines - Copper Pipe Remediation	This ongoing program is funded to install epoxy liners in copper water lines in all buildings which experience a high frequency of copper pipe leaks.	Buildings remaining for 2024: 4007, 4013, 2339, 2344, 2360, 3108, 3128, 3129, 3145 Buildings completed in 2024: 2292, 3036, 3105, 3106, 3107	December	Budget: \$1,000,000 Recorded Exp: \$11,250 Balance: \$988,750
6	Asphalt Paving and Concrete Program	This annual program is funded to preserve the integrity of CDS street paving. Annual inspections are conducted and repaving is scheduled as needed. Adjacent concrete sidewalks are evaluated and repaired if necessary.	Paving work scheduled for 2024: CDS 304, 335, 409, 329, 374 Contract award scheduled for committee/board review in July.	September	Budget: \$377,975 Recorded Exp: \$0 Balance: \$377,975

#	Name	Description	Status	Estimated Completion/ On-going Programs	Budget (as of April)
7	Seal Coat Program	This ongoing program is funded to extend the life of the asphalt paving by sealing asphalt cracks and applying a bituminous slurry seal to the asphalt surface preventing water intrusion and protecting the asphalt from deterioration.	Seal coat work scheduled for 2024: CDS 214, 226, 303, 306, 315, 316, 321, 325, 326, 331-A, 334, 354, 356, 357, 365, 371, 376, 402, 403, 3317	September	Budget: \$53,876 Recorded Exp: \$0 Balance: \$53,876
8	Roof Replacement - Light Weight Tile to Comp Shingle Roofs	This ongoing program is funded to replace light weight tile roofs with composition shingle roof systems.	Buildings remaining for 2024: 3292, 3394, 3475, 5216 Buildings completed in 2024: 3207, 3215	May - June	Budget: \$250,000 Recorded Exp: \$0 Balance: \$250,000
9	Roof Replacement - BUR to PVC Cool Roofing	This ongoing program is funded to replace roofs at the end of their serviceable life with a PVC Cool Roof system. Built-up roofs are inspected 15 years after installation.	Buildings scheduled for 2024: 2234, 2290, 2314, 2330, 2336, 2340, 2357, 2390, 3003, 3016, 3018, 3062, 3113, 3114, 3140, 3182, 3223, 3240, 3274, 3299, 3341, 3479, 3488, 3510, 4019, 5052, 5091, 5397, 5442, 5474, 5558	June - November	Budget: \$1,200,000 Recorded Exp: \$0 Balance: \$1,200,000

#	Name	Description	Status	Estimated Completion/ On-going Programs	Budget (as of April)
10	PVC Roof Repair & Preventive Maintenance Programs	This ongoing program is funded to preserve and prolong the serviceable life of PVC roofs by performing emergent repairs as needed. This also includes flat roof debris clean-up.	<p>Roofs completed in January 2024: 5 Year Maintenance - 2350, 2352, 2356, 3005, 3013, 3066, 3086, 3112, 3117, 3137, 3148, 3163, 3166, 3169, 3181, 3184, 3186, 3188, 3201, 3204, 3206, 3210, 3213, 3215, 3217, 3247, 3248, 3256, 3275, 3279, 3305, 3323, 3324, 3325, 3336, 3338, 3363, 3364, 3371, 3375, 3408, 3411, 3447, 3461, 3473, 3489, 3517, 5229, 5280, 5306, 5346, 5353, 5365, 5463, 5470, 5503, 5511.</p> <p>Roofs completed January - March 2024: 10 Year Maintenance - 2360, 3046, 3049, 3078, 3085, 3088, 3089, 3091, 3097, 3099, 3100, 3129, 3132, 3136, 3162, 3168, 3190, 3191, 3285, 3329, 3342, 3433, 3442, 3450, 3452, 3523, 5015, 5021, 5031, 5035, 5041, 5066, 5083, 5086, 5113, 5123, 5134, 5211, 5377, 5464, 5481, and Carports 3130, 3154, 3155, 3156, 3157, 3158, 4001, 4007.</p> <p>310 buildings on the flat roof debris removal program will be completed in December 2024.</p>	December	<p>Budget: \$104,823 Recorded Exp: \$46,845 Balance: \$57,978</p>
11	Prior to Paint Program (PTP)	This 15-year full cycle program is funded to repair dry rot and decking surfaces prior to painting.	<p>CDS remaining in 2024: 401, 402 consisting of 37 housing buildings and 9 carports</p> <p>CDS 334 (11 housing buildings) in progress estimated completion July 1, and crews started in CDS 401 in June.</p> <p>CDS completed in 2024: 328 and 333 (23 housing buildings)</p>	December	<p>Budget: \$1,222,353 Recorded Exp: \$352,470 Balance: \$869,883</p>

#	Name	Description	Status	Estimated Completion/ On-going Programs	Budget (as of April)
12	Exterior Paint Program	This 15-year full cycle program is funded to paint all exterior components of each building including the body (stucco/siding); fascia boards; beams; overhangs; doors; closed soffits; structural and ornamental metal surfaces. Decks are top coated and damaged building address signs are replaced. Lead abatement activities are also performed in conjunction with this program. This includes touch-up painting of mutual repairs.	CDS remaining in 2024: 334, 401, 402 CDS 334 in progress CDS completed in 2024: 328 and 333	December	Budget: \$1,613,075 Recorded Exp: \$468,426 Balance: \$1,144,649
13	Gutters - Replacement and Repair	Gutter replacement and repairs are performed on original construction building rain gutters and downspout systems that are exhibiting deterioration.	Gutter replacements scheduled for 2024: Pending quotes from vendor for 8 buildings.	As-Needed	Budget: \$60,000 Recorded Exp: \$0 Balance: \$60,000
14	Building Structures Dry Rot Program	This program is funded to implement a systematic approach to eradicating wood rot throughout Third Mutual.	B5371 and B5372: A structural observation was performed on April 4, 2024. Repair plans have been approved. Quotes from vendors due in July.	As-Needed	Budget: \$210,000 Recorded Exp: \$0 Balance: \$210,000
15	Building Structures Foundations Program	This ongoing program is funded to replace foundations showing signs of distress or impending failure. These repairs or replacements are performed on an as-needed basis. Staff performs field observations when a foundation inspection request is received. If needed, a structural engineer is then scheduled to inspect the foundation and provide a recommendation.	Building 2369: Pedestal and grade beam. Repair plans are in progress and scheduled to be completed early July. B2290: Foundation work is scheduled to be completed late July. 3417-P: Garage wall foundation. Work is scheduled to begin late July. 4014-1A: Column foundation. Work is scheduled to be completed by end of July.	As-Needed	Budget: \$25,000 Recorded Exp: \$0 Balance: \$25,000

#	Name	Description	Status	Estimated Completion/ On-going Programs	Budget (as of April)
16	Building Structures Replacement	This ongoing program is funded to repair or replace building structural components that are not performing as designed. As building structural issues are reported and inspection requests are received, staff schedules an engineer to field inspect and, if required, provide a recommendation for repairs. In addition, roofing repairs are performed after Prior to Paint crews replace fascia due to dry rot. As part of this budget, staff will proactively inspect buildings for drainage issues and provide repairs as needed.	<p>Structural Repair/Replacement Completed: None.</p> <p>Structural Repair/Replacement in Progress: None.</p> <p>Parapet Wall Removals: 5107, 5180, 5284: RFP is under review.</p> <p>SB326 Repairs Completed: 3415-O and P, 3416-N, 5525-O, 3429-O and P, 4019-N, O and P, 4020-N, O and P, 4021-N and 4022-N and P.</p>	As-Needed	<p>Budget: \$500,000 Recorded Exp: \$47,051 Balance: \$452,949</p>
17	Elevator Replacement Program	This ongoing program is funded to replace mechanical equipment and interior renovations as needed. The annual budget will allow for 2 elevator cab upgrades.	Buildings scheduled for upgrades in 2024: B4006 and B4010	October	<p>Budget: \$125,000 Recorded Exp: \$0 Balance: \$125,000</p>
18	Shepherd's Crook	This program is funded to remove and replace barbed wire with Shepherd's Crook.	<p>7,014 LF out of 33,761 LF of Shepherd's Crook has been installed as of 2023.</p> <p>Scheduled for 2024: 296 LF at Gate 11</p>	August	<p>Budget: \$32,400 Recorded Exp: \$0 Balance: \$32,400</p>
19	Garden Villa Rec Room Window Replacements	This program is funded to replace windows in Garden Villa Recreation Rooms.	Buildings scheduled for 2024: 969, 2404, 3421, 5510, 5515 Quotes pending.	December	<p>Budget: \$60,000 Recorded Exp: \$0 Balance: \$60,000</p>

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An innovative solution

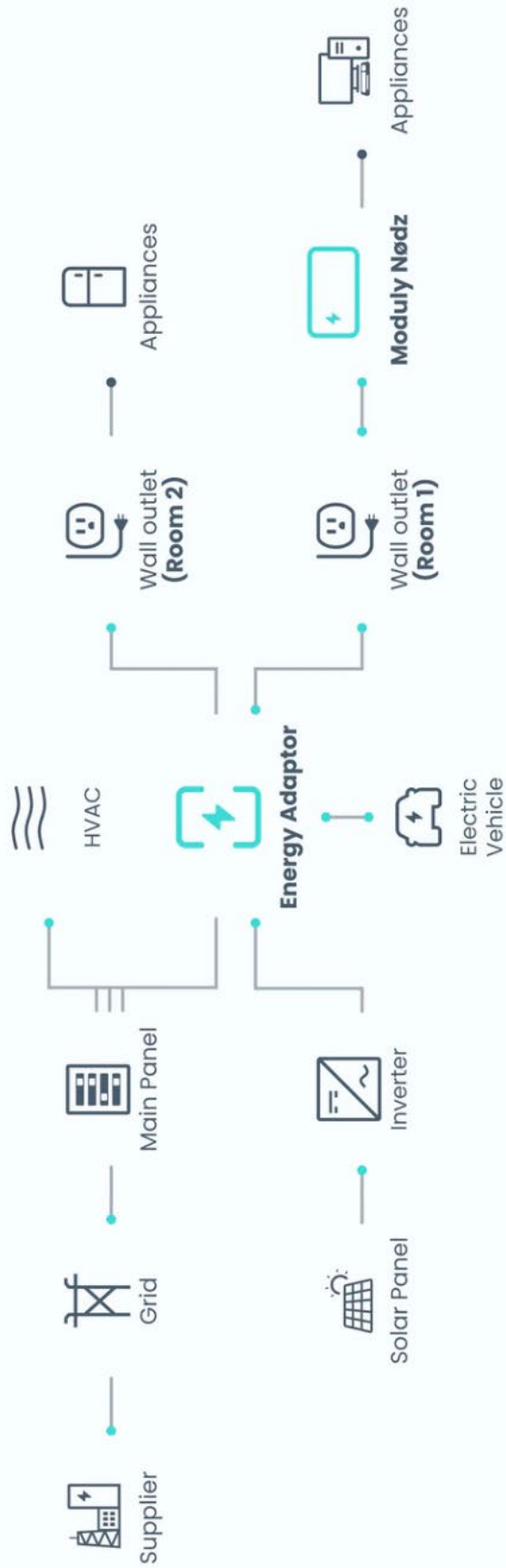
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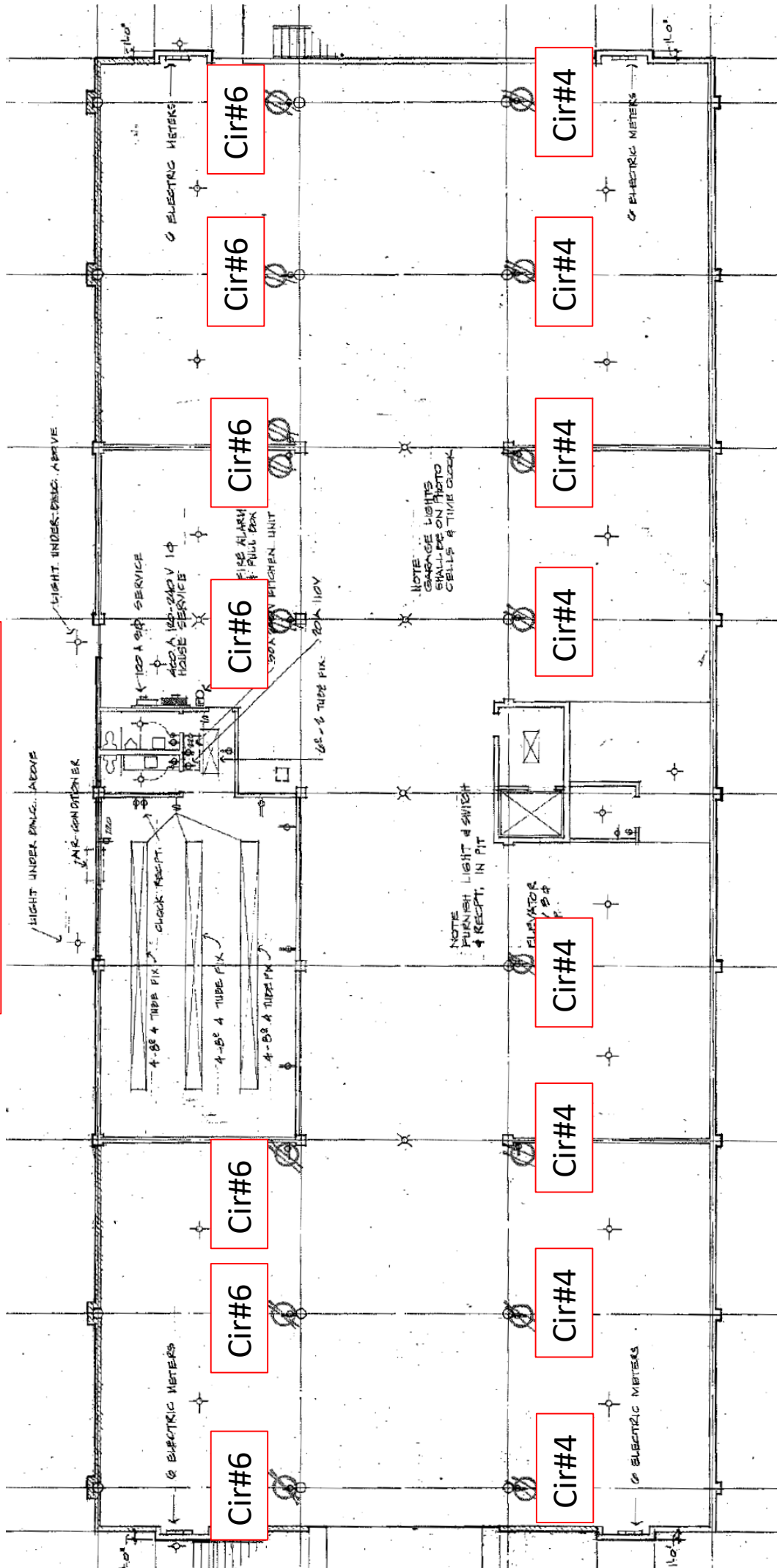
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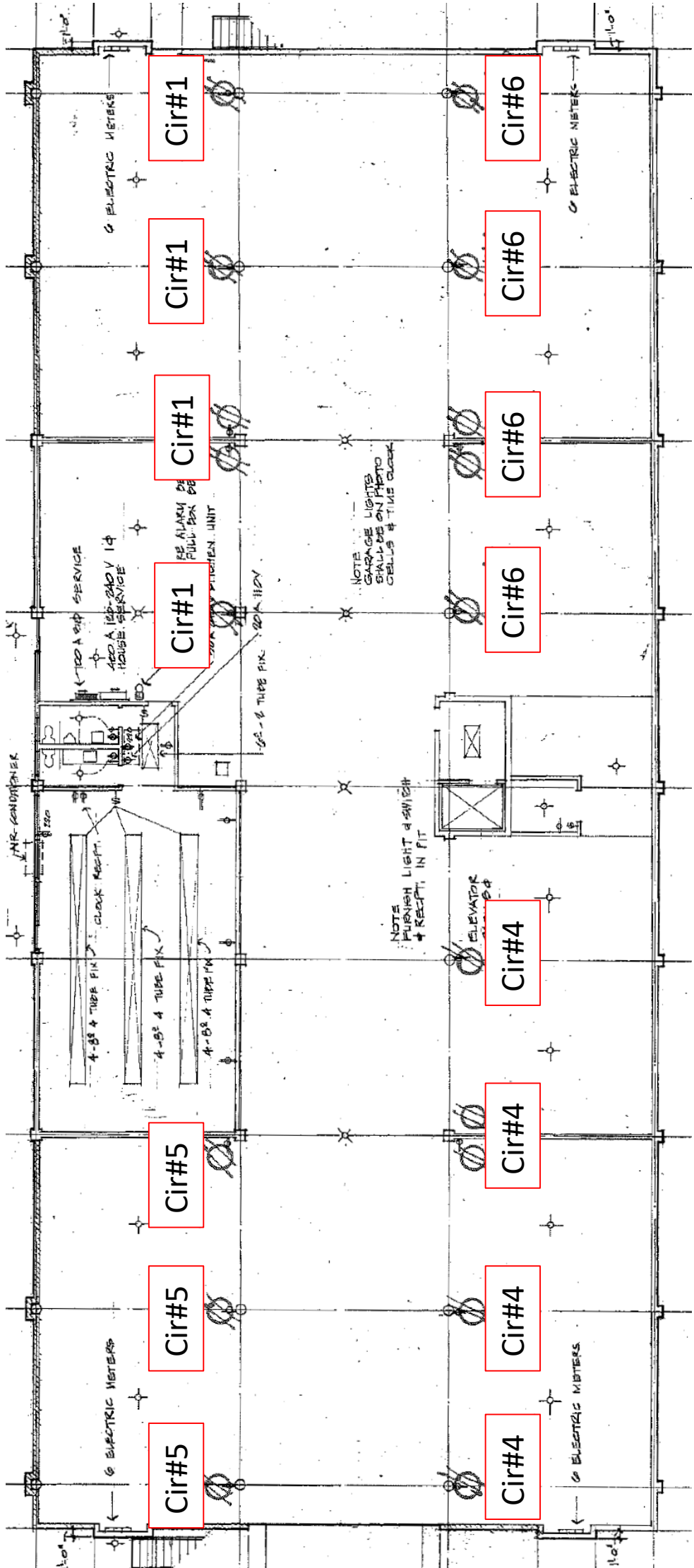


Building 5370
Circuit Breaker #4 and #6



Building 2386

Circuit Breaker #1, #4, #5 and #6



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STAFF REPORT

DATE: July 1, 2024
FOR: Maintenance and Construction Committee
SUBJECT: Building 3101 Walkway Realignment

RECOMMENDATION

Recommend the Board of Directors approve the request from the member at 3101-D for the mutual to realign the concrete walkway in the adjacent common area.

BACKGROUND

On February 20, 2024, Ms. Renee Greenman of 3101-D requested that the board consider realigning the existing walkway that runs along the front side of her unit and under the front porch citing privacy, loss of mail and safety concerns. Staff was directed to evaluate the request.

Attachment 1 depicts the location of the walkway in question. Due to existing topographic features, this walkway not only serves as the access path to unit 3101-D, but it is also the most direct route from Via Serena North to B3100 and 3101-C.

DISCUSSION

In consideration of the member's request and the concerns raised, staff recommends that the main walkway be realigned so the new path of travel to the neighboring buildings is directed away from the front door of unit 3101-D and remove the portion between the front porch and the main walkway between B3101 and B3100. Attachment 2 shows the preliminary alignment of the proposed walkway.

FINANCIAL ANALYSIS

The estimated cost to construct the new walkway based on the prices bid by an outside vendor is \$10,000. If the Board of Directors approves the request to realign the walkway, the respective departments will utilize funds from the approved operating budgets to accomplish this work.

Prepared By: Bart Mejia, Maintenance & Construction Assistant Director

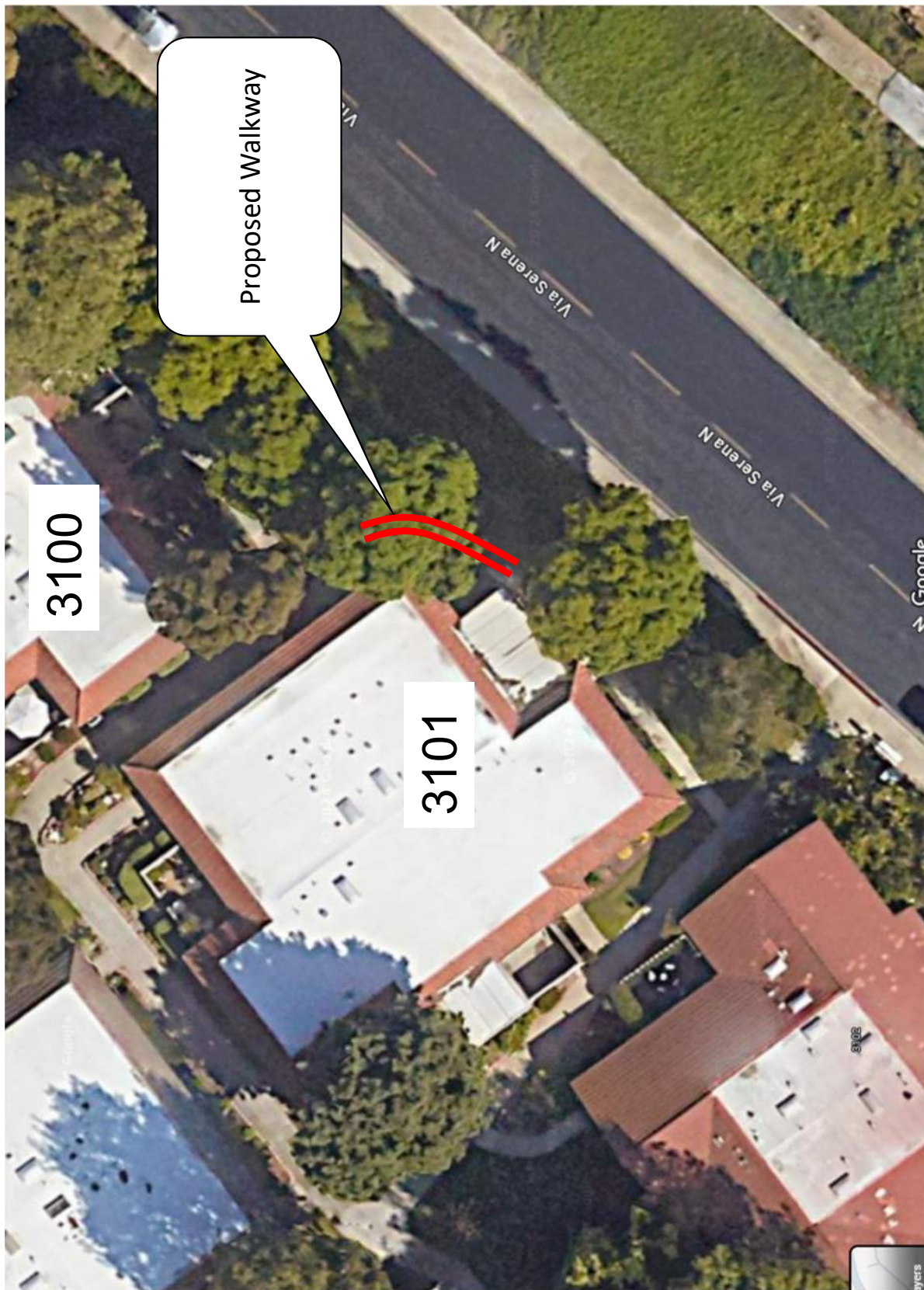
Reviewed By: Manuel Gomez, Maintenance & Construction Director
Kurt Wiemann, Director of Field Operations
Robert Carroll, Director of General Services

Attachments:

Attachment 1 – Location Map

Attachment 2 – Proposed Walkway Alignment

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Attachment 2



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STAFF REPORT

DATE: July 1, 2024
FOR: Maintenance and Construction Committee
SUBJECT: Asphalt Pavement & Parkway Concrete Programs Update

RECOMMENDATION

Receive staff update for the 2024 and 2025 asphalt paving and parkway concrete programs.

BACKGROUND

This Committee reviewed this item at the May 6, 2024 meeting (Attachment 1). During the meeting, Committee members inquired as to the appropriateness of the method used to determine the type of pavement rehabilitation for the condition of the pavement.

Subsequent to this, as part of the 2025 budget discussion, Third Board members discussed pausing the recommended work and instead patch and place a seal coat on the cul-de-sacs scheduled for rehabilitation in 2024 and 2025.

DISCUSSION

Staff realizes that the methodology being used to rate the condition of the pavement is decades old and may not take into account new available industry scientific data. In consideration of this, staff reached out to the top two consultants in the county that specialize in pavement management analysis reporting. These consultants provide similar services to the majority of the cities in Orange County and their professional recommendations and reports are adopted by the respective cities and the County of Orange.

After interviewing both consultants, staff selected Bucknam Infrastructure Group, Inc., to perform a field survey of the cul-de-sacs scheduled for 2024 and 2025. The consultant's findings and recommendations will be presented at the July 1 M&C Committee meeting for consideration by the committee.

After receiving the consultant's report, the Committee and the Board may consider the direction that they prefer to provide to staff for the pending 2024 and 2025 paving programs.

FINANCIAL ANALYSIS

Funding is available in the approved 2024 Business Plan to proceed with the scheduled pavement rehabilitation.

If the Committee and Board direction is to defer all pavement rehabilitation and instead apply a seal coat, the work will need to be re-bid to obtain the most economical pricing. Given the time that it takes to properly bid and award a contract, the beginning of the work would be in the fall and that is not the ideal time for this type of application. For this option, it is recommended to combine both years and perform the work in the summer 2025.

Third Laguna Hills Mutual
Maintenance and Construction Committee
Asphalt Pavement & Parkway Concrete Programs Update
July 1, 2024
Page 2

Prepared By: Bart Mejia, Maintenance & Construction Assistant Director

Reviewed By: Guy West, Projects Division Manager

Attachment(s):

Attachment 1 – May 6, 2024 Asphalt Powerpoint Presentation

Asphalt, Parkway Concrete & Seal Coat Programs

May 6, 2024



Asphalt & Parkway Concrete

The anticipated service life for asphalt pavement is estimated to be 25 years.

Cul-de-sacs and streets are assessed every year and the areas in greatest need of repair and/or replacement are included as part of the asphalt program.

Concrete in these areas is inspected and the concrete directly adjacent to the asphalt being worked on that is badly damaged is included in the parkway concrete program.

Paving (2" Overlay) and Concrete Work



3

Seal Coat Program

- The applications of seal coat to the asphalt surface is recommended to extend the useful life of the pavement.
- All asphalt paving areas receive a seal coat application every 7 years.
- This program helps to eliminate most minor defects in paving, such as raveling or block cracking, before the oxidation process accelerates water intrusion into the structural base of the pavement.

4

Before, during, and after seal coat photos



5

Asphalt & Concrete Plan

2024 Third Mutual Paving Program

CDS	Sq.ft	Age	Plan	Grade
304	39,411	20	2" overlay	6
335	32,535	34	2" overlay	5.5
409	10,640	31	2" overlay	5.5

Total Sq. ft. 82,586 Total Budget \$318,000

2024 Third Mutual Concrete Program

CDS	Description of Work	Sq.ft
304	Cross gutter, swale, sidewalk	108
335	Aprons, swale	598
409	Cross gutter, driveway, sidewalk	200

Total Sq. ft. 906 Total Budget \$60,000

6

Asphalt Seal Coat Plan

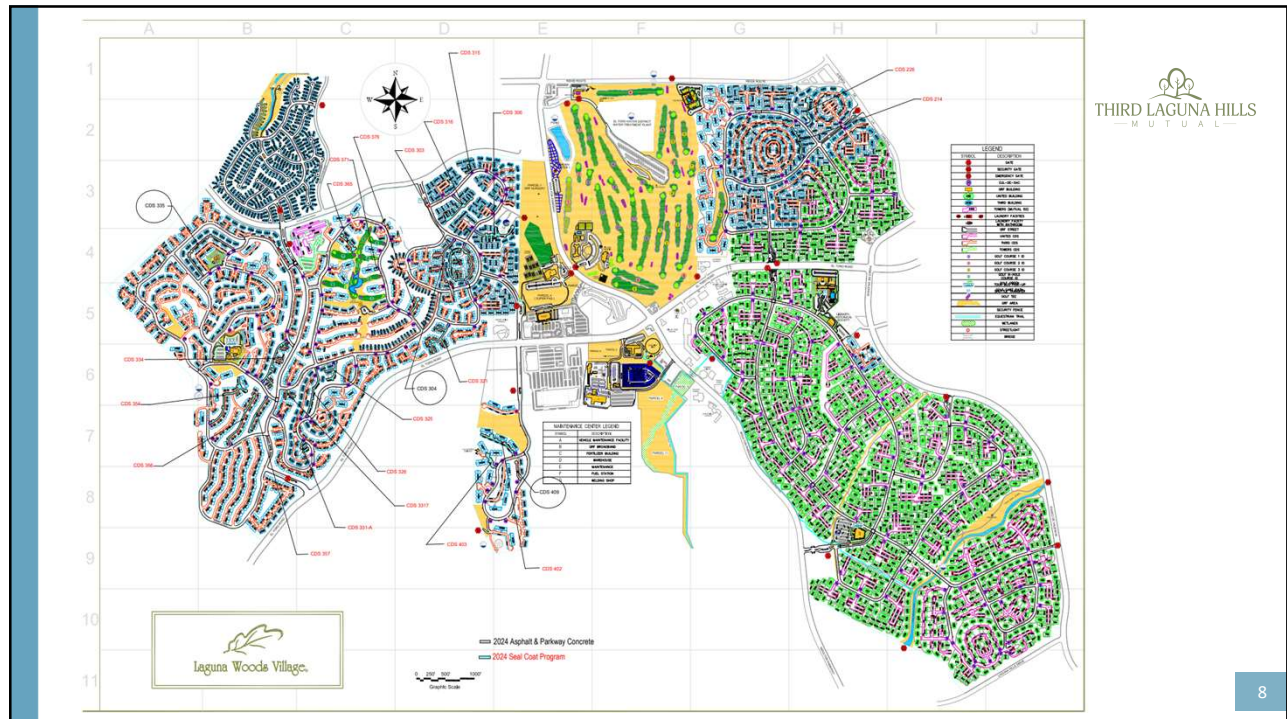
2024 Third Mutual Seal Coat Program

CDS	Sq.ft.	CDS	Sq.ft.
214	8,801	226	20,604
303	58,872	306	30,213
315	6,194	316	27,466
321	28,551	325	14,937
326	21,902	331-A	10,458
334	31,193	354	19,500
354	13,805	356	40,327
357	17,340	365	11,661
371	3,125	376	14,000
402	24,722	403	18,276
3317	10,130		

Total Sq.ft. 431,357

Total Budget \$53,875

7



8

Thank You

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Three-Story Building Epoxy Dates

Building	Completed Date
B3486	February 25, 2016
B4010	October 21, 2016
B3335	September 5, 2017
B3510	October 12, 2017
B2370	December 26, 2018
B2404	February 7, 2019
B2405	June 20, 2019
B4002	September 10, 2019
B2396	October 15, 2019
B2387	February 27, 2020
B2391	December 31, 2020
B3244	February 9, 2021
B4005	July 21, 2021
B3243	August 23, 2021
B4025	October 15, 2021
B2369	April 30, 2022
B4004	May 26, 2022
B2395	November 30, 2022
B3241	January 31, 2023
B5518	April 12, 2023
B3365	May 31, 2023
B3364	May 31, 2023
B3366	August 11, 2023
B3367	October 31, 2023
B3363	October 31, 2023
B3242	January 2, 2024
B2394	February 13, 2024
B2392	February 23, 2024
B3421	May 20, 2024

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REQUEST FOR PROPOSAL

EPOXY COATING OF WASTE LINES

1. **Objective**

Third Laguna Hills Mutual (Corporation) is seeking proposals from contractors for Epoxy Coating of Waste Lines.

2. **Background Information**

Laguna Woods Village is a community of 16,500 senior adults residing in 12,736 residential units on 2,095 acres. The community contains 2,572 buildings with over 130 different building types ranging from single family dwelling units to two fourteen story high rise structures. The Corporation encompasses 1,405 buildings containing 6,102 residential units.

3. **General Information**

The Corporation is responsible for the issuance of this RFP and awarding a contract. This process will be facilitated by Corporation's Agent, Village Management Services, Inc. (VMS). The Representative for the Agent in this matter is Ian Barnette. Any questions regarding this RFP should be submitted in writing to Ian Barnette and Dan Hoxie at ian.barnette@vmsinc.org & daniel.hoxie@vmsinc.org no later than **8/13/2024**.

4. **Site Visit**

The facility is behind gates and not accessible to the general public. Should a site visit be requested contact Ian Barnette at (949) 268-2037 or ian.barnette@vmsinc.org to arrange a site visit.

5. **Acceptance of Proposals**

Proposals are being solicited from a number of contractors. Proposals must be submitted in writing by email to ian.barnette@vmsinc.org & daniel.hoxie@vmsinc.org. All proposals must be received no later than **10:00am, 9/2/2024** to be accepted for review and evaluation. The Corporation reserves the right to accept or reject any and all bids, to make exceptions for these RFP specifications, or to waive any formalities.

6. **Documents Incorporated by Reference and made a Part of this Bid Proposal are the following:**

- a. Exhibit A, the Specification of Work
- b. Exhibit B, the Insurance
- c. Exhibit C, the Disclosure Notice -- Asbestos Notification
- d. Exhibit D, the California Labor Code -- Notification and required Form
- e. Exhibit E, the Standard Terms and Conditions.

EXHIBIT A

SPECIFICATION OF WORK

General Parameters

To install the epoxy Cured in Place Pipe (CIPP) system on the interior wall of the unlined pipe, the reconstruction is accomplished by using a felt tube of one or more layers of material, and a thermos-set epoxy resin with physical and chemical properties appropriate for the application. This system will provide a new CIPP lining system, complete and ready for operation.

- Contractor shall field verify/document the current condition of the contracted portion of the piping system prior to the rehabilitation, using Closed Circuit Television (CCTV) and recording equipment.
- Recording of post-cleaning and post rehabilitation will be performed of each Work segment and digitized maps of **every** Fixture and Complex Branch Lines touched and delivered to Agent.
- Piping system will be cleaned with one or all the following methods:
 - Electric/Pneumatic proprietary cleaning equipment and tools.
 - High pressured water jetting.
 - Traditional rotary cleaning equipment.
- The Pipe will be lined in work segments using Contractors technology or brand of CIPP that is approved by the Agent's Representative.
- The lining shall include Vertical and Horizontal Connection lining (VHCL) of pre-formed Tee's and Wye's.
- Overlapping sections are allowed in the length of the liner. Ensure that the liner tube is capable of conforming to 45- and 90-degree bends, offset joints, bells and disfigured pipe sections.
- The CIPP restore structural integrity and extends the useful life.
- The restoration is accomplished through either single or double-entry access points with minimal or no destruction to interior or exterior surfaces on either (if proper access currently exists).
- The Liner shall be installed in length to be determined by contractor in runs that allow for proper cure and a timely restoration of water services to the building/occupants.
- Contractors scope shall provide for the cleaning of 2-inch kitchen lines, removing & reinstalling of toilets, and cleaning traps. Appropriate pricing shall be included in the Contractor's Quote.
- Timely and uninhibited access will be provided to all areas where the cleaning, lining and reinstating process will occur.
- Contractor's discretion as to the installation method best suited for the scope of work, i.e. the start and stop method. It is the Contractor's decision to locate and stage the equipment in the best possible location based on the scope of work.

Scheduling, Communications, Security & Equipment Staging:

1. Normal work hours for this Project are from 7:00 AM to 5:00 PM Monday through Saturday; however, only work that does not result in excessive noise (Quiet Noise) is allowed Monday through Friday between 7:00 AM to 8:00 AM and on Saturday between 7:00 AM and 9:00 AM. Quiet Noise is defined as work that does not result in excessive noise such as unloading and loading of tools and materials, staging, set-up, traffic control, etc. No work whatsoever is permitted on Sundays or on the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (forth Thursday in November) and Christmas day (December 25).
2. Contractor will provide 24 hours written noticed of any interruptions of water service.
3. Incontinences and disruptions of service are minimal with the lining technology compared to those experienced during a re-piping project.
4. On-site parking for equipment will be provided as needed and street parking for crew is requested. Locations to be coordinated with the Agent.
5. Construction area will be cleaned and tools and equipment put way at the end of each work day. During the day, crews will make every effort to minimize any inconvenience.
6. Any damage inadvertently caused to the building or contents during the course of the project by the crew shall be made good at the Contractor's expense.
7. Contractor will make every effort to maintain building security and will prevent unauthorized persons from entering the building.
8. Contractors staff will wear clothing displaying the Contractors Company name and/or Logo so they can be identified as Contractors employees.
9. The Contractor will provide a project schedule upon commencement of the work, and complete the investigation of the existing piping configuration, and complete the installation/renovation with an expected completion date. The contractor will maintain a work schedule as required to meet this deadline. If for some reason access to require work areas is not possible despite appropriate notice, Contractor will be granted an extension of the contract.
10. The Contractor shall not be entitled to claim for additional compensation or project completion extensions unless the delays and additional expenses are the direct result of actions of the Owners, Tenants or changes and additions to the Contract beyond Contractors control.

Specific Exclusions (unless specified):

Specifically excluded from the Scope of Work, in addition to any items noted or not specifically included are:

1. Engineering and Drawings.
2. Removing and replacing in-suite improvements. Any such openings will be restored to basic construction finishes (drywall).
3. Move of and replacing of furniture and appliances is excluded.

Inclusions:

1. Pipe rehabilitation of units as directed.
2. Installation of cleanouts on exterior lateral main as needed.
3. Pricing is based on a single mobilization, with a mutually agreed upon starting location, with work progressing in sequential "Domino Effect" order of progression.
4. Patchwork to a finish ready stated is included.
5. Permits are included. Pricing is based on simultaneous access to up to 6 units/crew. Pricing based on ability to mobilize 2 or more crew's simultaneously
6. Additional cleanout access is to be installed as provided by the Contractor's Quotation.

Warranty:

Contractor hereby warrants the system on all lined systems for a period of 10 years including material and labor. Contractor will repair or replace any failure of the piping system from the substantial completion date. (see Warranty Certificate for details).

WORK STANDARDS

- 1.1. Contractor must legally remove and dispose of all waste from the community to approved City of Laguna Woods dump site locations and must satisfy all City of Laguna Woods dumping requirements.
- 1.2. If Contractor agrees to perform work directly for a resident while performing Services in conjunction with this Contract, a separate agreement with the resident must be executed, specifying the scope of work. Contractor to supply Agent with a copy of Contractor/resident agreement prior to the commencement of specified work.

CODES & PERMITS

- 1.3. All services and materials shall comply with the most recent applicable editions of the California Building Code, California Electrical Code, California Plumbing and Mechanical Codes, California Green Building Code, California Fire Codes, OSHA and CAL-OSHA, EPA Lead Paint Rules and all local, state, and federal codes or ordinances as adopted by the City of Laguna Woods and any other authorities having jurisdiction.
- 1.4. Contractor shall be responsible for obtaining all permits necessary for the Services. Costs for obtaining permit(s) are included in the Total Contract Amount. Contractor shall:
 - a. Post permit(s) on job site.
 - b. Notify City of Laguna Woods for required inspections.
 - c. Deliver signed permit to Agent's representative at completion.
- 1.5. Contractor is responsible for all deposits, bonds or others costs required for the Project. Contractor shall conduct business as required by the City of Laguna Woods and any other authorities having jurisdiction. None of these costs will be reimbursed by the Corporation.

PROJECT GENERAL CONDITIONS

- 1.6. No change orders will be authorized or approved unless the Corporation representative specifically requests the scope covered by the change order be added to the Services. Change orders must be documented to Corporation representative no later than 2 days after discovery. All change orders not meeting the timeline shall be considered a no cost change to the Contract unless Corporation's consultant has caused the Contractor to miss the timeline. Special circumstances approved by Corporation representative in writing may extend the 2-day limit.
- 1.7. Contractor shall confirm any Project questions through the Corporation representative using a request for information (RFI) procedure.
- 1.8. After commencement of Services, Contractor will keep the crew working continuously until the construction is complete and inspected by the Corporation representative.
- 1.9. Contractor is responsible for implementing Best Management Practices (BMP) to assure compliance with local Water Quality Ordinance and Grading Ordinance to control erosion, and

prevent sediment transport, materials or pollutants entering the storm drainage systems including any fines or fees assessed for non-compliance.

- 1.10. Contractor will use appropriate means to control dust on and near the area of work and prevent dust from becoming a nuisance to people on or near the site for the duration of the Project.
- 1.11. Contractor's personnel and subcontractors shall refrain at all times from using profanity, abusive or loud language and must wear company name or company logo shirts. Audio players are not permitted on job site. Personnel will, at all times, extend and exhibit a courteous demeanor to residents, and will comply with the City of Laguna Woods and Corporation smoking policies.
- 1.12. Contractor has included sufficient funds to allow Contractor to comply with all applicable local, state, and federal laws or regulations governing the Services to be provided.
- 1.13. Corporation and Agent shall have the right to inspect all work performed under this Contract. All defects and uncompleted items identified by Corporation or Agent during or after construction shall be reported to Contractor immediately or as reasonably practicable upon learning or discovering such defect or uncompleted items. Contractor will be required to immediately correct or remediate such defects or uncompleted items at no additional cost to Corporation. All work that needs to be inspected as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue.
- 1.14. Contractor shall be responsible at all times for the safety of the work site. Corporation will allow free access to work areas for Contractor's workers and vehicles and will allow areas for the storage and staging of materials, equipment and debris in locations approved by Agent's representative. Driveways will be kept clear for the movement of resident vehicles. Contractor shall keep areas to which residents have access, clear and accessible. Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and vegetation and all other Corporation property from damage during the construction. Contractor also agrees to keep the worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards. At the end of each work day, the worksite will be left clean and orderly and all debris will be removed. The after-hours worksite conditions will be left in a condition which will not cause health or safety hazards.
- 1.15. Contractor shall safely secure the Project area each night before leaving the Community. Contractor shall use Corporation approved through Agent's representative barricades and delineators when necessary.
- 1.16. Contractor shall provide Epoxy Coating of Waste Lines and meet the obligations under this Contract in a timely and workmanlike manner. Contractor shall use such knowledge and recommendations for performing the Services which meet generally acceptable construction standards. Contractor will provide a standard of care equal to or superior to, care used by service providers similar to Epoxy Coating of Waste Lines on similar projects.

Please note that if awarded, the contract will commence in 2025, with the pricing remaining in effect for a three-year period. The number of buildings requiring work may vary annually based on the approved budget. For the purpose of unit pricing, bidders should anticipate the need to line an average of seven (7) three-story buildings, each containing 21 or 24 residential units for every year of the contract term.

EPOXY COATING OF WASTE LINES – BID SHEET **PAGE 1 of 4**

Contractor Name: _____ Date: ____/____/____

Contact Person: _____ Phone: (____) ____ - ____.

-	<u>ITEM</u>	<u>UNIT</u>	<u>AMOUNT</u>
1	Epoxy Waste Line PRIMARY WORK 2", 3" & 4" Diam.	LF	
2	Epoxy Waste Line PRIMARY WORK 6" Diameter	LF	
3	Epoxy Waste Line PRIMARY WORK 8" Diameter	LF	
4			
5	1-1/2 inch ABS Pipe (Per Ln. ft.)	LF	
6	2 inch ABS Pipe (Per Ln. ft.)	LF	
7	3 inch ABS Pipe (Per Ln. ft.)	LF	
8	4 inch ABS Pipe (Per Ln. ft.)	LF	
9	New Vents (Per Ln. ft.)	LF	
10	Short liners (less than 10 lf)	LS	
11	Concrete Demolition / Excavation (Per Sq. ft.)	SF	
12	Backfill & Concrete Installation (Per Sq. ft.)	SF	
13	Drywall, Siding, & Stucco Removal (Per Sq. ft.)	SF	
14	Drywall Restoration (Per Sq. ft.)	SF	
15	Siding Restoration (Each)	EA	
16	Stucco Restoration (Each)	EA	
17	Toilet removal & Restoration	EA	
18	Shower Removal & Restoration	EA	
19	Tub Removal & Restoration	EA	
20			
21	Fittings		
22	1-1/2 inch ABS P-Trap	EA	
23	2 inch ABS P-Trap	EA	
24	1-1/2 inch ABS 90 Degree Elbow	EA	
25	1-1/2 inch ABS 60 Degree Elbow	EA	
26	1-1/2 inch ABS 45 Degree Elbow	EA	
27	1-1/2 inch ABS 22-1/2 Degree Elbow	EA	

EPOXY COATING OF WASTE LINES – BID SHEET **PAGE 2 of 4**

-	ITEM	UNIT	AMOUNT
28	2 inch ABS 90 Degree Elbow	EA	
29	2 inch ABS 60 Degree Elbow	EA	
30	2 inch ABS 45 Degree Elbow	EA	
31	2 inch ABS 22-1/2 Degree Elbow	EA	
32	3 inch ABS 90 Degree Elbow	EA	
33	3 inch ABS 60 Degree Elbow	EA	
34	3 inch ABS 45 Degree Elbow	EA	
35	3 inch ABS 22-1/2 Degree Elbow	EA	
36	4 inch ABS 90 Degree Elbow	EA	
37	4 inch ABS 60 Degree Elbow	EA	
38	4 inch ABS 45 Degree Elbow	EA	
39	4 inch ABS 22-1/2 Degree Elbow	EA	
40	1-1/2 inch ABS Sanitary Tee	EA	
41	2 inch ABS Sanitary Tee	EA	
42	3 inch ABS Sanitary Tee	EA	
43	4 inch ABS Sanitary Tee	EA	
44	1-1/2 inch ABS Wye	EA	
45	2 inch ABS Wye	EA	
46	3 inch ABS Wye	EA	
47	4 inch ABS Wye	EA	
48	1-1/2 inch ABS Double Wye	EA	
49	2 inch ABS Double Wye	EA	
50	3 inch ABS Double Wye	EA	
51	4 inch ABS Double Wye	EA	
52	2 Inch Figure 5 Fitting	EA	
53			
54	Cleanout	EA	
55	Vac-Trailer	EA	
56	Additional Cabling	HR	
57	Additional Hydro	HR	

EPOXY COATING OF WASTE LINES – BID SHEET **PAGE 3 of 4**

-	ITEM	UNIT	AMOUNT
58	Cleaning Toilet & Kitchen Lines	HR	
59	Pre-formed lined Tee's and Wye's	EA	
60	Small Pipe Brush Epoxy Coating	LF	
61	Soil Excavation	SF	
62	Excavation + Obstructive Tree Roots	HR	
63	Leak Detection (WASTE CCTV)	EA	
64			
65	2-inch PRELINED No Hub Cast Iron SOIL PIPE	LF	
66	3-inch PRELINED No Hub Cast Iron SOIL PIPE	LF	
67	4-inch PRELINED No Hub Cast Iron SOIL PIPE	LF	
68	1-1/2 -inch No Hub Cast Iron SOIL PIPE	LF	
69	2-inch No Hub Cast Iron SOIL PIPE	LF	
70	3-inch No Hub Cast Iron SOIL PIPE	LF	
71	4-inch No Hub Cast Iron SOIL PIPE	LF	
72	1-1/2-inch No Hub Cast Iron P TRAP	EA	
73	1-1/2-inch No Hub Cast Iron SAN TEE	EA	
74	1-1/2-inch No Hub Cast Iron 1/4 BEND	EA	
75	1-1/2-inch No Hub Cast Iron 1/8 BEND	EA	
76	1-1/2-inch No Hub Cast Iron 1/16 BEND	EA	
77	1-1/2-inch No Hub Cast Iron WYE	EA	
78	2-inch No Hub Cast Iron 1/4 BEND	EA	
79	2-inch No Hub Cast Iron 1/6 BEND	EA	
80	2-inch No Hub Cast Iron 1/8 BEND	EA	
81			
82	2-inch No Hub Cast Iron 1/16 BEND	EA	
83	2-inch No Hub Cast Iron P TRAP	EA	
84	2-inch No Hub Cast Iron SAN TEE	EA	
85	2-inch No Hub Cast Iron WYE	EA	
86	2-inch No Hub Cast Iron DBL WYE	EA	
87	2-inch No Hub Cast Iron FIGURE FIVE FTG	EA	

EPOXY COATING OF WASTE LINES – BID SHEET **PAGE 4 of 4**

-	ITEM	UNIT	AMOUNT
88	3-inch No Hub Cast Iron SAN TEE	EA	
89	3-inch No Hub Cast Iron WYE	EA	
90	3-inch No Hub Cast Iron DBL WYE	EA	
91	3-inch No Hub Cast Iron 1/4 BEND	EA	
92	3-inch No Hub Cast Iron 1/6 BEND	EA	
93	3-inch No Hub Cast Iron 1/8 BEND	EA	
94	3-inch No Hub Cast Iron 1/16 BEND	EA	
95	4-inch No Hub Cast Iron 1/4 BEND	EA	
96	4-inch No Hub Cast Iron 1/6 BEND	EA	
97	4-inch No Hub Cast Iron 1/8 BEND	EA	
98	4-inch No Hub Cast Iron 1/16 BEND	EA	
99	4-inch No Hub Cast Iron SAN TEE	EA	
100	4-inch No Hub Cast Iron WYE	EA	
101	4-inch No Hub Cast Iron DBL WYE	EA	
102	1-1/2-inch No Hub COUPLING	EA	
103	2-inch No Hub COUPLING	EA	
104	3-inch No Hub COUPLING	EA	
105	4-inch No Hub COUPLING	EA	
106	2-inch No Hub BLIND CAP	EA	
107	3-inch No Hub BLIND CAP	EA	
108	4-inch No Hub BLIND CAP	EA	
109			
110	2-inch ABS DWV CLEANOUT PLUG	EA	
111	3-inch ABS DWV CLEANOUT PLUG	EA	
112	4-inch ABS DWV DBL CLEANOUT	EA	
113	4-inch ABS DWV CLEANOUT PLUG	EA	
114	4-inch Fernco Rubber COUPLING	EA	
115			
116	Service Work (Not in Contract)	HR	

EXHIBIT B

INSURANCE

At CONTRACTOR's sole cost and expense, and for the full term of this Contract and providing coverage until Claims are fully and finally barred by all applicable statutes of limitations, CONTRACTOR shall purchase and maintain, the insurance coverage specified for all operations performed by or on behalf of CONTRACTOR. Any deductibles, retentions and exclusions in coverage in the required insurance policies are assumed by, for the account of, and at the sole risk of CONTRACTOR.

Certificates of insurance acceptable to the CORPORATION shall be filed with CORPORATION prior to commencement of the Services and shall provide that the CORPORATION and Agent shall be given written notice not less than thirty (30) days prior to any cancellation or material change in the policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives must be deleted from the cancellation provision on all certificates of insurance. All insurance must be obtained from companies licensed to transact business in California and that have a current rating of A- XII or better from A.M. Best Company as of the date of this Contract, and at the time of any subsequent renewal of any policies required by, and during the term of this Contract. CONTRACTOR shall provide the CORPORATION with copies of all required insurance policies upon written request. This requirement shall survive the termination or completion of this Contract.

The coverage required may be satisfied by any combination of primary and excess liability policies.

- A. Commercial General Liability** insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate per project. Coverage must include premises and operations, products and completed operations, independent CONTRACTORs, personal and advertising injury, contractual liability, broad form property damage, and explosion, collapse, and underground hazards. The policy shall name CORPORATION, Agent, their officers, directors, agents, employees and members as additional insureds for all operations performed by or on behalf of CONTRACTOR, and shall contain a provision that CONTRACTOR's insurance is primary, and that the coverage of any insurance of CORPORATION or Agent is excess and non-contributing. CONTRACTOR's insurance shall also contain a waiver of subrogation in favor of CORPORATION and Agent.
- B. Commercial Automobile Liability** insurance with coverage for any auto or all owned, non- owned and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per accident.
- C. Workers' Compensation and Employer's Liability** insurance with limits of not less than \$1,000,000 for each accident, as well as per employee and in the aggregate for each disease. CONTRACTOR's insurance shall contain a waiver of subrogation in favor of CORPORATION and Agent. CONTRACTOR shall be solely liable for all injuries to its employees and employees of any persons or entities, or other persons hired by or otherwise in the direct or indirect control of CONTRACTOR. Nothing contained herein shall be deemed to create any employer-employee relationship between CORPORATION's directors or Agent's employees, owners, partners, CONTRACTORs, suppliers, agents and CONTRACTOR's employees, Subcontractors and suppliers.

Contractor shall cause each of Contractor's Subcontractors and suppliers or that is otherwise under Contractor's direct or indirect control to procure insurance as specified and name the Corporation(s) listed above, Golden Rain Foundation of Laguna Woods & Village Management Services, Inc., PO Box 2220, Laguna Hills, CA 92654 as additional insureds for all operations under their respective Commercial General Liability insurance policy.

EXHIBIT C

DISCLOSURE NOTICE

LAGUNA WOODS VILLAGE BUILDINGS CONSTRUCTED WITH ASBESTOS-CONTAINING CONSTRUCTION MATERIALS

Health & Safety Codes 25915.2 and 25915.5 require the CORPORATION or Agent which manages a building or part of a building constructed before 1979 within a common interest development, such as Laguna Woods Village, who knows that the building contains asbestos-containing construction materials, to provide annual notice about the existence of said asbestos-containing materials (ACM) to all employees and contractors who perform work within said buildings. These codes apply solely to "public" buildings (common area facilities). Residential dwellings are excluded.

CORPORATION hereby notifies Contractor that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos. The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active asbestos operations and maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by labor codes. The certificates of analysis for any testing received to date are available to Contractor for review and photocopying from Agent representative.

The manors and facilities buildings in Laguna Woods Village were constructed prior to 1979 and thus may contain asbestos in one or more construction materials: All community facilities buildings (with the exception of Clubhouse Seven, the Mini-Gym at Clubhouse One, the Broadband Services Bldg., the Laguna Woods Village Community Center Bldg., the Vehicle Maintenance Bldg., and a portion of the Warehouse -- all constructed after 1979), including Clubhouses and outbuildings, Library, Maintenance Warehouse Bldg., Stables, Gatehouses, Garden Center buildings, all detached laundry buildings, and residential buildings Nos. 1 through 5543 inclusive.

At the time most of the buildings in Laguna Woods Village were constructed, asbestos-containing materials met local codes as well as state and federal regulations and were extensively used in many building products including but not limited to: ceiling tile, floor tile/linoleum and mastic, textured wall surfaces, sprayed acoustical ceilings, fire doors, structural fireproofing, pipe/boiler insulation, attic insulation, heating duct material/insulation.

As best we can determine from the studies available, asbestos as used in these materials does not present a threat to your health so long as the asbestos is not disturbed and does not become airborne.

However, because breathing asbestos has been known in some instances to cause cancer and other forms of lung disease, sanding, scraping, drilling, sawing, crushing, tearing/breaking up, or otherwise disturbing asbestos-containing materials presents a potential health risk. Therefore, you are directed not to perform such tasks in areas with ACM present or suspected unless the area/materials have been tested and found not to contain asbestos or if specifically assigned or contracted to do such work and it is in accordance with all federal, state, and local laws as well as internal guidelines called for in the asbestos operations and maintenance plan and other company safety and environmental policies and procedures.

Contractors whose Services requires them to construct, repair, maintain or otherwise disturb construction materials that may contain asbestos are hereby directed to follow the current regulations and policies noted above and to wear the required protective equipment, prior to performing such Services. Questions concerning instructions and equipment should be directed to the Agent representative.

It is illegal to place asbestos materials or debris in trash dumpsters. Such materials must be disposed of separately in accordance with State and County regulations to avoid fines. If you become aware of any asbestos-containing material becoming damaged or otherwise disturbed, please contact Agent representative.

EXHIBIT D

CALIFORNIA LABOR CODE

DIVISION 3: EMPLOYMENT RELATIONS CHAPTER 2: EMPLOYER AND EMPLOYEE ARTICLE 2: OBLIGATIONS OF EMPLOYER SECTION 2810

2810. Contract for labor or services with construction, farm labor, garment, janitorial, or security guard contractor; Liability and civil penalties when contract does not provide sufficient funds to allow compliance with applicable law; Rebuttal presumption; Action

(a) A person or entity may not enter into a contract or agreement for labor or services with a construction, farm labor, garment, janitorial, or security guard contractor, where the person or entity knows or should know that the contract or agreement does not include funds sufficient to allow the contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided.

(b) There is a rebuttable presumption affecting the burden of proof that there has been no violation of subdivision (a) where the contract or agreement with a construction, farm labor, garment, janitorial, or security guard contractor meets all of the requirements in subdivision (d).

(c) Subdivision (a) does not apply to a person or entity who executes a collective bargaining agreement covering the workers employed under the contract or agreement, or to a person who enters into a contract or agreement for labor or services to be performed on his or her home residences, provided that a family member resides in the residence or residences for which the labor or services are to be performed for at least a part of the year.

(d) To meet the requirements of subdivision (b), a contract or agreement with a construction, farm labor, garment, janitorial, or security guard contractor for labor or services must be in writing, in a single document, and contain all of the following provisions, in addition to any other provisions that may be required by regulations adopted by the Labor Commissioner from time to time:

(1) The name, address, and telephone number of the person or entity and the construction, farm labor, garment, janitorial, or security guard contractor through whom the labor or services are to be provided.

(2) A description of the labor or services to be provided and a statement of when those services are to be commenced and completed.

(3) The employer identification number for state tax purposes of the construction, farm labor, garment, janitorial, or security guard contractor.

(4) The workers' compensation insurance policy number and the name, address, and telephone number of the insurance carrier of the construction, farm labor, garment, janitorial, or security guard contractor.

(5) The vehicle identification number of any vehicle that is owned by the construction, farm labor, garment, janitorial, or security guard contractor and used for transportation in connection with any service provided pursuant to the contract or agreement, the number of the vehicle liability insurance policy that covers the vehicle, and the name, address, and telephone number of the insurance carrier.

(6) The address of any real property to be used to house workers in connection with the contract or agreement.

(7) The total number of workers to be employed under the contract or agreement, the total amount of all wages to be paid, and the date or dates when those wages are to be paid.

(8) The amount of the commission or other payment made to the construction, farm labor, garment, janitorial, or security guard contractor for services under the contract or agreement.

(9) The total number of persons who will be utilized under the contract or agreement as independent contractors, along with a list of the current local, state, and federal contractor license identification numbers that the independent contractors are required to have under local, state, or federal laws or regulations.

(10) The signatures of all parties, and the date the contract or agreement was signed.

(e) (1) To qualify for the rebuttable presumption set forth in subdivision (b), a material change to the terms and conditions of a contract or agreement between a person or entity and a construction, farm labor, garment, janitorial, or security guard contractor must be in writing, in a single document, and contain all of the provisions listed in subdivision (d) that are affected by the change.

(2) If a provision required to be contained in a contract or agreement pursuant to paragraph (7) or (9) of subdivision (d) is unknown at the time the contract or agreement is executed, the best estimate available at that time is sufficient to satisfy the requirements of subdivision (d). If an estimate is used in place of actual figures in accordance with this paragraph, the parties to the contract or agreement have a continuing duty to ascertain the information required pursuant to paragraph (7) or (9) of subdivision (d) and to reduce that information to writing in accordance with the requirements of paragraph (1) once that information becomes known.

(f) A person or entity who enters into a contract or agreement referred to in subdivisions (d) or (e) shall keep a copy of the written contract or agreement for a period of not less than four years following the termination of the contract or agreement.

(g) (1) An employee aggrieved by a violation of subdivision (a) may file an action for damages to recover the greater of all of his or her actual damages or two hundred fifty dollars (\$250) per employee per violation for an initial violation and one thousand dollars (\$1,000) per employee for each subsequent violation, and, upon prevailing in an action brought pursuant to this section, may recover costs and reasonable attorney's fees. An action under this section may not be maintained unless it is pleaded and proved that an employee was injured as a result of a violation of a labor law or regulation in connection with the performance of the contract or agreement.

(2) An employee aggrieved by a violation of subdivision (a) may also bring an action for injunctive relief and, upon prevailing, may recover costs and reasonable attorney's fees.

(h) The phrase "construction, farm labor, garment, janitorial, or security guard contractor" includes any person, as defined in this code, whether or not licensed, who is acting in the capacity of a construction, farm labor, garment, janitorial, or security guard contractor.

(i) (1) The term "knows" includes the knowledge, arising from familiarity with the normal facts and circumstances of the business activity engaged in, that the contract or agreement does not include funds sufficient to allow the contractor to comply with applicable laws.

(2) The phrase "should know" includes the knowledge of any additional facts or information that would make a reasonably prudent person undertake to inquire whether, taken together, the contract or agreement contains sufficient funds to allow the contractor to comply with applicable laws.

(3) A failure by a person or entity to request or obtain any information from the contractor that is required by any applicable statute or by the contract or agreement between them, constitutes knowledge of that information for purposes of this section.

Contract/PO No. _____

Project No. N/A

California Labor Code Section 2810 Checklist

In accordance with **CALIFORNIA LABOR CODE COMPLIANCE**, please provide the following information.
Attach additional sheets if necessary.

1. Contractor has collective bargaining agreement(s) with its own labor force (check one):

Yes ☐

No ☐ (If 'No' is checked, provide the information requested in items 3 through 7 below.)

2. All of the subcontractors used by Contractor under this Contract have collective bargaining agreements (check one):

Yes ☐

No ☐ (If 'No' is checked, provide the information requested in items 3 through 7 below.)

3. Vehicle identification number for each vehicle owned by Contractor and/or subcontractor and used for transportation in connection with any service provided pursuant to this contract:

_____	_____
_____	_____
_____	_____

4. Vehicle liability insurance policy number covering the vehicles listed in item 3, and the name, address, and telephone number of the insurance carrier:

Policy Number: _____

Insurance Carrier: _____

Address: _____

Telephone No.: () - _____

5. The address of any real property to be used to house workers in connection with this contract:

6. Contractor's Own Labor Force. Provide the following information in connection with Contractor's own labor force. If the exact number of workers, amount of wages, and pay dates are unknown at the time this Contract is executed, provide an estimate and so indicate. It is agreed that when Contractor has firm numbers, Contractor will notify Owner in writing.

The total number of workers to be employed under this contract: _____

The total amount of all wages to be paid: _____

The date or dates when those wages are to be paid: _____

7. Contractor's Subcontracted Work Force. Provide the following information in connection with Contractor's subcontracted work force. If the exact subcontracted firm(s) or individual(s) are unknown at the time this Contract is executed, provide an estimate and so indicate. It is agreed that when Contractor has finalized contracts with the subcontracted firm(s) or individual(s), and has firm numbers, Contractor will present Owner with the updated information in writing.

The total number of persons who will be utilized under the contract or agreement as subcontractors:

Name of subcontract firm or individual, and the current local, state and federal contractor license identification numbers for each:

Name of Subcontracted Firm or Individual	License #	Total Wages to be Paid	Date Wages to be Paid

Signature

Date

Typed Name

EXHIBIT E

STANDARD TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR

CONTRACTOR is an Independent Contractor and shall have the responsibility for and control over the details and means for performing the Services and shall be subject to the direction of the CORPORATION and Agent, but only with respect to the scope, community scheduling rules and general results required. CORPORATION will not withhold from the sums paid to CONTRACTOR under the Contract any sums for federal and state income taxes or make employee payroll deductions under the Federal Insurance Contribution Act, the California State Unemployment Insurance Code, or other similar taxes. CONTRACTOR shall be solely responsible for payment of all taxes, including but not limited to federal and state income taxes, unemployment and disability insurance taxes, Social Security taxes, and for maintaining its own workers' compensation insurance, as well as all City of Laguna Woods taxes, license fees, union dues, union fees and assessments.

2. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless CORPORATION, Agent, and all officers, directors, agents, employees and members (collectively "Indemnified Parties"), from and against any and all claims, (including, without limitation and not limited to, claims for bodily injury, death or damage to property) demands, obligations, actions, causes of action, damages, suits, losses, judgments, fines, penalties, liabilities, losses, costs and expenses (including without limitation and not limited to, reasonable attorneys' fees, disbursements, court costs and all other professional, expert or Contractors' fees, costs and expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively "Claims"), which may arise from negligent acts, errors and omissions of CONTRACTORS, or anyone for whom Contractor is legally responsible, in performance of this agreement, however, only to the extent caused by, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction.

CONTRACTOR's indemnification obligation hereunder shall survive the expiration or termination of this Contract until such time as action against the Indemnified Parties for such matter indemnified is fully and finally barred by the applicable statute of limitations. Under no circumstances shall the insurance requirements and limits set forth in this Contract be construed to limit CONTRACTORS's indemnification obligation or other liability hereunder

3. IMMIGRATION REFORM AND CONTROL ACT

CONTRACTOR must remain in full compliance with the Immigration Reform and Control Act of 1986 and subsequent amendments, as legislated, for the duration of this Contract. CONTRACTOR has verified employment eligibility of all CONTRACTOR's employees and guarantees that all of CONTRACTOR's employees have a legal right to work in the United States.

4. ACTS AND OMISSIONS

CONTRACTOR is completely responsible for all acts and omissions of CONTRACTOR's employees, subcontractors and suppliers on the Contract, and of any other persons or entities acting on behalf of CONTRACTOR. This includes damage by delay, property damage, building damage, and any unprofessional statements to residents, which may cause conflict. Nothing in the Contract shall create any contractual relationship between any of CONTRACTOR's employees, subcontractors and suppliers and CORPORATION or Agent or any obligation on the part of CORPORATION or Agent to pay or to see to the payment of any monies due any of them, except as may otherwise be required by law. CONTRACTOR agrees to bind specifically CONTRACTOR's employees, subcontractors and suppliers, to the extent of the Services to be performed by them, to the applicable terms and conditions of the Contract for the benefit of CORPORATION.

5. CONFIDENTIALITY

CONTRACTOR and CONTRACTOR'S employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CONTRACTOR or divulge, disclose, or communicate in any manner, any information that is proprietary to CORPORATION. CONTRACTOR and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

6. WORK FOR HIRE

All work performed by CONTRACTOR is considered a Work-for-Hire and all intellectual property rights in these works belong to the corporation. This includes but is not limited to any ideas, information, designs and derivatives developed under this contract (the "work product") contained in or shown upon the drawings, specifications, photographs, samples and other engineering information supplied or developed by CORPORATION or CONTRACTOR. All intellectual property rights in any work(s) or derivatives belong to CORPORATION. This intellectual property work product shall be retained in confidence by or CONTRACTOR and not disclosed to any other person or entity. CONTRACTOR shall not use the work product to provide goods or services to any other person or entity. CONTRACTOR agrees to return to CORPORATION all drawings, specifications, photographs and other engineering information supplied by CORPORATION or developed or derived by CONTRACTOR promptly following CORPORATION's request.

7. RETURN OF DOCUMENTS

Upon termination of this Contract, CONTRACTOR will return to CORPORATION all records, notes, documentation and other items that were used, created, or controlled by CONTRACTOR during the term of this Contract.

8. NO CONFLICT OF INTEREST

CONTRACTOR shall disclose to CORPORATION any previous or current employment by CONTRACTOR with CORPORATION or with Village Management Services, Inc by CONTRACTOR or any family member of CONTRACTOR whether as a direct employee or as an independent Contractor or subcontractor.

9. CHANGE ORDER

CORPORATION, Agent's Representative or any public body or inspector may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made in a written "Change Order" which is signed and dated by the parties to this contract. Such Change Orders shall become part of this Contract. Change orders must be documented in writing to Agent's representative no later than two (2) days after discovery. CORPORATION agrees to pay any increase or decrease in the cost as a result of any written, dated and signed Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, CONTRACTOR shall estimate the cost thereof and CORPORATION shall pay the actual cost so long as the actual cost does not exceed 10% of the estimated cost. Unless the parties agree to a written extension of time for performance, the completion date under this Contract shall remain the same.

10. NOTICE OF COMPLETION

Upon completion of the project, CORPORATION agrees to sign a Notice of Completion within ten (10) days after the completion of the contract.

11. WORK SITE

Corporation warrants that it is authorized to enter into this contract. Prior to the start of construction, Corporation shall provide an easily accessible building site, which meets all zoning requirements for the structure. All Contractors will be required to obtain a Laguna Woods Vendors Work Permit to perform work under this contract.

12. APPLICABLE LAW

CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for persons or property and for protecting property from CONTRACTOR's operations. CONTRACTOR shall also comply with all provisions of CONTRACTOR's and Agent's Injury & Illness Prevention Program

13. TERMINATION FOR CONVENIENCE

CORPORATION may terminate this Contract at any time without cause by giving the CONTRACTOR at least thirty days prior written notice of termination. Upon termination of this Agreement (1) CORPORATION shall remain responsible for paying for all approved services provided and expenses incurred prior to the end of the termination period, whether or not billed during that period, and (2) CONTRACTOR shall use commercially reasonable efforts to complete any work that CORPORATION requests Contractor to complete prior to the termination date and to minimize the fees incurred during the termination period by discontinuing all work that CORPORATION does not ask Contractor to complete. Notwithstanding the foregoing, CONTRACTOR'S obligations under this Contract shall survive termination of this Contract despite termination including, but not limited to, CONTRACTOR'S Confidentiality obligation, Warranty and Material Defects obligations, Insurance Indemnity obligation and Limitations of Liability and Actions obligation. In no event shall either party be liable for any consequential damages or loss of profits.

14. DEFAULT

Either party may terminate this Agreement for cause at any time upon ten (10) days written notice to the other party. Causes for termination of this Agreement include, but are not limited to, insolvency, an assignment for the benefit of creditors, or a bankruptcy petition filed by or with respect to one of the parties. The recordation of a mechanics lien shall be deemed a default under the contract unless the Contractor within 20 days post a bond to have the mechanics lien expunged. The other party may by notice in writing, terminate this Agreement without liability to the other party, except for items already accepted by CORPORATION from CONTRACTOR for which CORPORATION has already paid for such Services and expenses for such items. Other causes for termination include but are not limited to a lawsuit brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party or the failure of CORPORATION to make the building site available or the failure of CONTRACTOR to deliver the Services in the time and manner provided for in this Contract.

15. REMEDIES

In addition to any and all other rights a party may have available according to law of the State of California, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have ten days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in ten days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

16. DELAYS

No payment or compensation of any kind shall be made to CONTRACTOR for damages because of hindrance or delay from any cause in the progress of the Services, whether such hindrances or delays are avoidable or unavoidable.

17. FORCE MAJEURE

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

18. ARBITRATION

Any controversy arising between the parties regarding the consulting, interpretation, application, or otherwise of this contract, and/or any claim arising from a breach of this Contract shall be submitted to binding arbitration before a mutually acceptable retired judge at either Judicate West or Judicial Arbitration and Mediation Service in Orange County, California upon the written request of one party after service of the same on the other party. The signing parties agree that the arbitrators shall not have the power to commit errors of law or legal reasoning, and that the award may be vacated and/or corrected upon petition to a California court of competent jurisdiction for any such error. Each side shall pay one half the cost of the arbitration subject to reallocation by the arbiter. In the event that arbitration or any other legal proceeding is necessary to enforce any of the terms, provisions, conditions or rights arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

19. SEVERABILITY

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

20. GOVERNING LAW

This Contract shall be construed in accordance with, and governed by the laws of the State of California, without regard to any choice of law provisions of California or any other jurisdiction. This entire paragraph shall be binding upon the arbitrator.

21. NOTICE

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by first class mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

22. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

23. AMENDMENT

This Contract may be modified or amended in writing, if the writing is signed by each party.

24. ASSIGNMENT

Neither party to this Contract shall assign, sell or transfer any portion or part of this Contract, nor any of the rights and privileges granted, without prior written approval of the other party.

25. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

This Contract is a complete and exclusive statement of the terms of the Contract between the Parties, as provided for under Section 1856, subdivision (b), of the California Code of Civil Procedure, in so far as documents are required to be completed to give effect to the terms of this Contract.

26. SITE INSPECTION

CONTRACTOR has fully examined the Contract and any referenced information and physically inspected the Contract site and CONTRACTOR is entering into this Contract based on an independent investigation and not relying upon any opinions or representations of the CORPORATION or Agent. Any discrepancies between Contract, any referenced information, and/or site conditions shall be immediately brought to the attention of the Agent representative.