



OPEN MEETING

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

**Monday, September 9, 2024 at 9:30 a.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 July 1, 2024
4. Remarks of the Chair
5. Member Comments – *(Items Not on the Agenda)*
6. Response to Member Comments
7. Department Head Update
 - Gate 11 Seepage
 - Rain Gutter Screens
 - Fence Repairs Along Calle Sonora (Gate 14)
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. Building 3101 Walkway Realignment
 - b. Pilot Battery Storage System for EV Charging in 3-Story Buildings (Chair)
 - c. Water Pressure Valve RFP
 - d. External Paint RFP
 - e. Miscellaneous Concrete Repair RFP
 - f. M&C Budget Update
 - i. Contract Licensed Quality Control Inspectors
 - ii. Staff Development Plan for Trade License/Certifications
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
 - b. Incentive for Soundproofing Common walls
11. Committee Member Comments
12. Date of Next Meeting: Monday, November 4, 2024 at 9:30 a.m.
13. Recess - At this time, the meeting will recess to closed session to discuss contractual matters.

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

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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**

REPORT

MEMBERS PRESENT: Reza Karimi – Chair (in for Brad Rinehart), Jim Cook,
SK Park, Moon Yun

MEMBERS ABSENT: Brad Rinehart

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

1. Call Meeting to Order

Director Karimi called the meeting to order at 1:30 p.m.

2. Approval of the Agenda

Hearing no objection, the agenda was approved as written.

3. Approval of the Meeting Report from May 6, 2024

Hearing no objection, the meeting report was unanimously approved.

4. Remarks of the Chair

None.

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

None.

6. Response to Member Comments

None.

7. Department Head Update

- Building 3500 Ramp/Parking Striping Update

Mr. Gomez informed the committee that upon further investigation by staff and conversations with the member who requested a ramp at Building 3500, the member is satisfied with the existing configuration and has requested that no new additional parking pavement markings be installed.

- M&C 2025 Budget Update

Mr. Gomez provided an update on items recommended for inclusion in Third Mutual's 2025 budget. At this time, the installation of rain gutter screens at selected buildings and for consultant services to develop a renewable energy plan have been included. Funds for hand railings at Garden Villa buildings, accelerated elevator refurbishments in Garden Villa buildings, and the hiring of a quality control inspector for plumbing/electrical/roofing have not yet been approved. Funding levels for epoxy lining of copper pipes and waste lines may possibly be reduced.

- Gate 11 Seepage Update

Mr. Gomez indicated that staff is reviewing the proposal from the geotechnical consultant and will be revising the scope of work to address nuisance seepage at the south end of Brazo. Staff has confirmed that the drainage issues in phase one of the French drain installations are working as intended. The revised proposal to address a different area will be brought back to the committee at the next meeting for review.

- 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

Director Park pulled the project log for discussion. Staff answered questions from the committee.

The consent calendar was unanimously approved.

Chair Karimi suggested reversing items 9a and 9b to accommodate the member in attendance to discuss Building 3101 Walkway Realignment.

9. Items for Discussion and Consideration

a. Building 3101 Walkway Realignment

Mr. Gomez provided an overview of the request to realign the sidewalk at Building 3101 by the member at 3101-D. Staff answered questions from the committee and the member provided a statement. A motion was made to recommend the board approve the request. The motioned passed unanimously.

b. Pilot Battery Storage System for EV Charging in 3-Story Buildings (Chair)

Mr. Gomez introduced the item which was suggested by Chair Rinehart. Considering Chair Rinehart was not in attendance, the item was tabled for a future committee meeting.

c. 2024 Asphalt Program Update

Mr. Gomez updated the committee on further investigations performed by staff as well as a professional pavement consultant to verify that the scheduled locations should be repaved. Both staff and the consultant concluded that a 2 inch-grind and overlay is recommended. The contract will be discussed in closed session following the open meeting.

d. Wasteline Epoxy Lining

Mr. Barnette narrated a short video showing before, during, and after images of a waste line that was lined with epoxy and answered questions from the committee. Mr. Barnette also confirmed that a dedicated staff member reviews all videos for accuracy prior to processing vendor invoices. A list of the lined 3-story buildings was provided as well as an RFP for a new contract for the committee's review and information. The RFP will be posted the week of July 8, 2024.

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

None.

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

13. Recess: The meeting was recessed at 3:18 p.m.



Reza Karimi, Acting Chair

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

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Third Mutual Project Log September 2024 (Prepared September 3)					
#	Name	Description	Status	Estimated Completion/ On-going Programs	Budget (as of July)
1	Annual Termite Inspections	This annual program is funded to provide pest control inspection services.	468 buildings scheduled for inspection in 2024 (approx. 39 buildings per month). Inspections are underway in Gate 5 and 6. Between January and August, 275 buildings were inspected and 41 required treatment.	December	Budget: \$46,800 Recorded Exp: \$0 Balance: \$46,800
2	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. 10 buildings (37 manors) scheduled for September : 5024, 5043, 3441, 5019, 5390, 3501, 5045, 5324, 5456, 5418 19 buildings completed in 2024: 2384, 5540, 5590, 5512, 5587, 5422, 5474, 5487, 5480, 3099, 3159, 3057, 3171, 3187, 3126, 3229, 3251, 3255, and 3148 (76 manors)	May to November	Budget: \$330,316 Recorded Exp: \$77,180 Balance: \$253,136
3	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: 4013, 2339, 2344, 2360, 3108, 3128, 3129, 3145 Buildings completed in 2024: 2292, 3036, 3105, 3106, 3107, 4007	December	Budget: \$1,000,000 Recorded Exp: \$253,723 Balance: \$746,277
4	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 Board elected to cancel paving and concrete program for next two years and complete patching, crackfill and seal coat to these cds. Patches and crackfill work is completed and seal coat work will be completed by the end of August.	September	Budget: \$377,975 Recorded Exp: \$0 Balance: \$377,975

#	Name	Description	Status	Estimated Completion/ On-going Programs	Budget (as of July)
5	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 in progress and will be completed by the end of August 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
6	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 remaining for 2024: 2234, 3016, 3018, 3062, 3113, 3114, 3140, 3182, 3223, 3240, 3341, 3479, 3488, 3510, 4019, 5052, 5091, 5397, 5442, 5474, 5558 Buildings completed in 2024: 2290, 2314, 2330, 2336, 2340, 2357, 2390, 3003, 3274, & 3299	June - November	Budget: \$1,200,000 Recorded Exp: \$38,947 Balance: \$1,161,053
7	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.	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 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 310 buildings on the flat roof debris removal program will be completed in December 2024.	December	Budget: \$104,823 Recorded Exp: \$46,845 Balance: \$57,978

#	Name	Description	Status	Estimated Completion/ On-going Programs	Budget (as of July)
8	Prior to Paint Program (PTP)	This 15-year full cycle program is funded to repair dry rot and decking surfaces prior to painting.	CDS remaining in 2024: 402 consisting of 3 three-story housing buildings and 6 carports. CDS 401 (2 three-story housing buildings and 4 carports) in progress estimated completion October 1, and crews will start in CDS 402 in September. CDS completed in 2024: 328, 334 and 333 (24 housing buildings)	December	Budget: \$1,222,353 Recorded Exp: \$627,506 Balance: \$594,847
9	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 and will be complete in September. CDS completed in 2024: 328 and 333	December	Budget: \$1,613,075 Recorded Exp: \$810,717 Balance: \$802,358
10	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: Vendor quotes for 8 buildings due September 15.	November	Budget: \$60,000 Recorded Exp: \$0 Balance: \$60,000
11	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. Vendor quotes due in October.	December	Budget: \$210,000 Recorded Exp: \$64,800 Balance: \$145,200
12	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.	3417-P: Garage wall foundation. Work is scheduled to begin in early September. B2290: Foundation work was completed in July. B2369: No structural repairs needed. Stucco repairs completed in August. 4014-1A: Column foundation work was completed in July.	November	Budget: \$25,000 Recorded Exp: \$24,500 Balance: \$500

#	Name	Description	Status	Estimated Completion/ On-going Programs	Budget (as of July)
13	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: 5284: Work is scheduled to begin in early September. 5028 and 5045: Scheduling in progress.</p> <p>SB326 Repairs: 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>	December	<p>Budget: \$500,000 Recorded Exp: \$21,039 Balance: \$478,961</p>
14	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.	<p>Buildings scheduled for upgrades in 2024: B4006 and B4010</p> <p>Schedule pending confirmation of material delivery.</p>	November	<p>Budget: \$125,000 Recorded Exp: \$9,112 Balance: \$115,888</p>
15	Garden Villa Rec Room Window Replacements	This program is funded to replace windows in Garden Villa Recreation Rooms.	<p>Buildings scheduled for 2024: 969, 2404, 3421, 5510, 5515</p> <p>Vendor quotes due September 30.</p>	December	<p>Budget: \$60,000 Recorded Exp: \$0 Balance: \$60,000</p>

#	Name	Description	Status	Estimated Completion/ On-going Programs	Budget (as of July)
COMPLETED					
	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 at the next committee meeting.</p>	<p>73 buildings were 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 inspected in June: 2117, 2118, 2120, 2134, 2135, 2136, 2227, 2229, 2231, 2232, 2237, 2239, 2240, 2241, 2242, 2244</p> <p>Invoicing is pending.</p>	March - June	<p>Budget: \$92,495 Recorded Exp: \$53,167 Balance: \$39,328</p>
	Roof Replacement - Light Weight Tile to Comp Shingle Roofs	<p>This ongoing program is funded to replace light weight tile roofs with composition shingle roof systems.</p>	<p>Buildings remaining for 2024: Buildings completed in 2024: 3207, 3215, 3292, 3394, 3475, 5216</p> <p>Invoicing is pending.</p>	May - June	<p>Budget: \$250,000 Recorded Exp: \$240,559 Balance: \$9,441</p>
	Shepherd's Crook	<p>This program is funded to remove and replace barbed wire with Shepherd's Crook.</p>	<p>7,014 LF out of 33,761 LF of Shepherd's Crook has been installed as of 2023.</p> <p>Work completed in 2024: 313 LF at Gate 11</p>	July	<p>Budget: \$32,400 Recorded Exp: \$0 Balance: \$32,400</p>
	Waste Line Remediation	<p>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.</p>	<p>Total number of buildings in Third Mutual: 1,405 Number of buildings left to complete: 1,020</p> <p>Buildings remaining for 2024: 2354 - Completion deferred to 2025</p> <p>Buildings completed in 2024: 2392, 2394, 5518, 4011, 3421, 2393</p>	August	<p>Budget: \$1,000,000 Supplemental: \$500,000 Recorded Exp: \$1,501,353 Balance: -\$1,353</p>

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STAFF REPORT

DATE: September 9, 2024
FOR: Maintenance and Construction Committee
SUBJECT: Building 3101 Walkway Realignment

RECOMMENDATION

Discuss previous actions by the Board and the Executive Hearing Committee and provide direction to staff.

BACKGROUND

On July 1, 2024, the Maintenance & Construction Committee voted unanimously to recommend that the Board approve realigning the main walkway in front of building 3101, at mutual expense.

On July 16, the Board voted to approve the walkway realignment, however, the Board directed that the work be done at the expense of the requesting member, Mrs. Greenman.

Mrs. Greenman requested a hearing to appeal the Board's decision. On August 22, 2024, the Executive Hearings Committee considered the appeal and directed staff to develop a less expensive walkway realignment design, then bring the information back to the M&C Committee for further consideration.

DISCUSSION

Staff will present the request at the September 9, 2024 meeting.

FINANCIAL ANALYSIS

Staff will prepare a cost estimate based on the direction provided by the Committee. If the Board approves the work be done at mutual expense, funding would need to be approved from the Unappropriated Expenditures Fund.

Prepared By: Bart Mejia, Maintenance & Construction Assistant Director

Reviewed By: Manuel Gomez, Maintenance & Construction Director

Attachments:

Attachment 1 – 8/22/2024 Executive Hearing Staff Report (Committee members only)

Attachment 2 – 7/16/2024 Board of Directors Staff Report (without attachments)

Attachment 3 – 7/1/2024 M&C Committee Staff Report (without attachments)

Attachment 4 – Proposed Plan by Director Cook

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For Committee Members Only

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STAFF REPORT

DATE: July 16, 2024
FOR: Board of Directors
SUBJECT: Building 3101 Walkway Realignment

RECOMMENDATION

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.

On July 1, 2024, the Third Maintenance & Construction Committee voted unanimously to recommend the board approve the request from the member at 3101-D for a portion of the walkway to be removed and a new section to be added to direct foot traffic away from the manor.

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



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

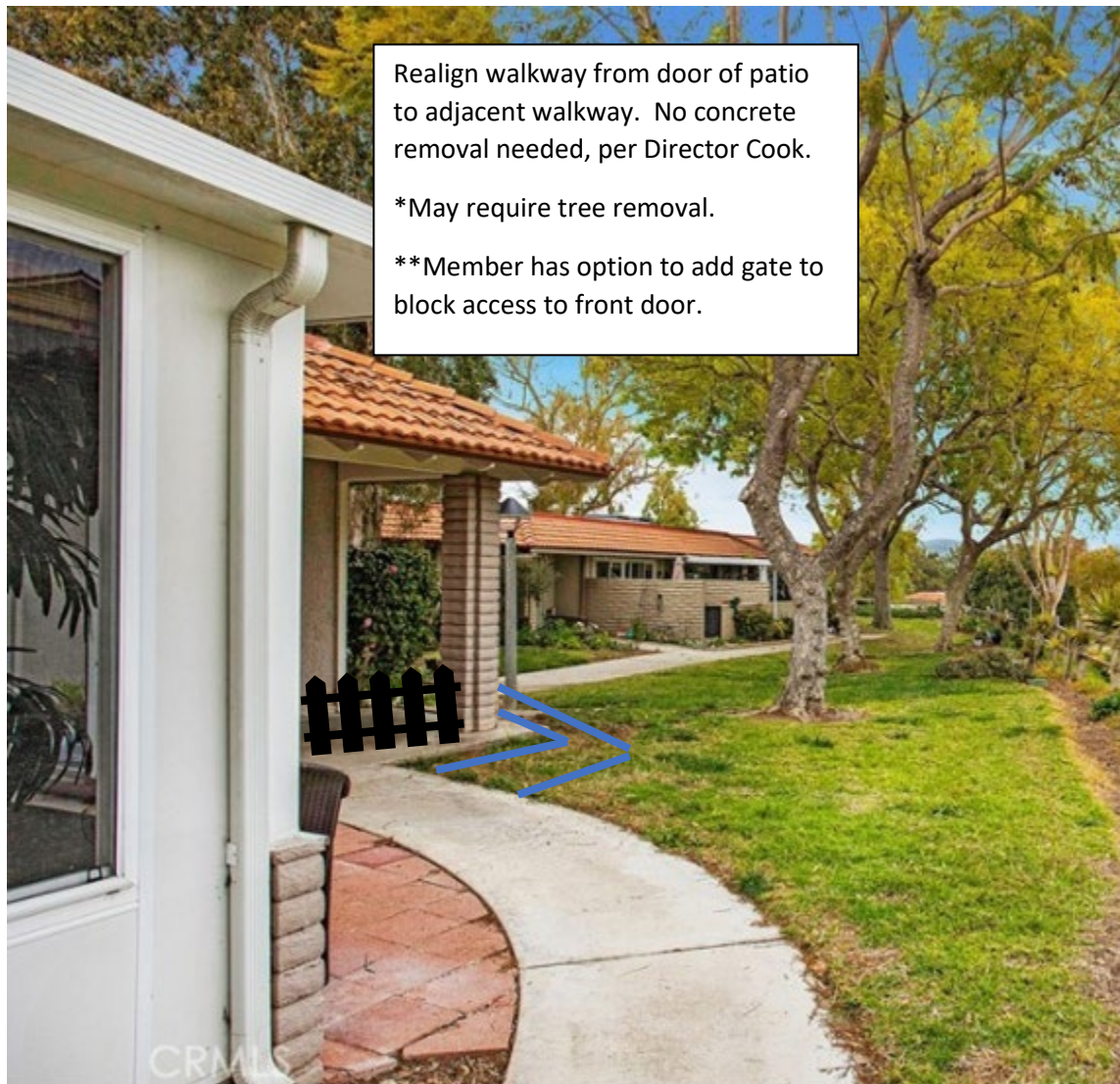
Attachments:

Attachment 1 – Location Map

Attachment 2 – Proposed Walkway Alignment

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An innovative solution

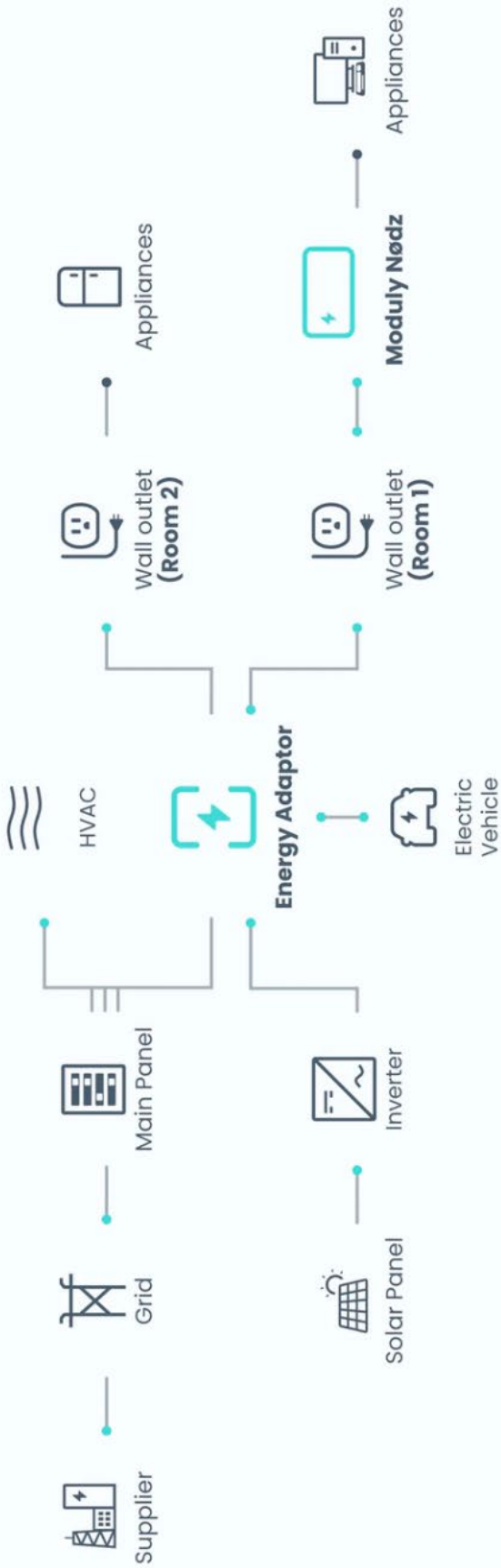
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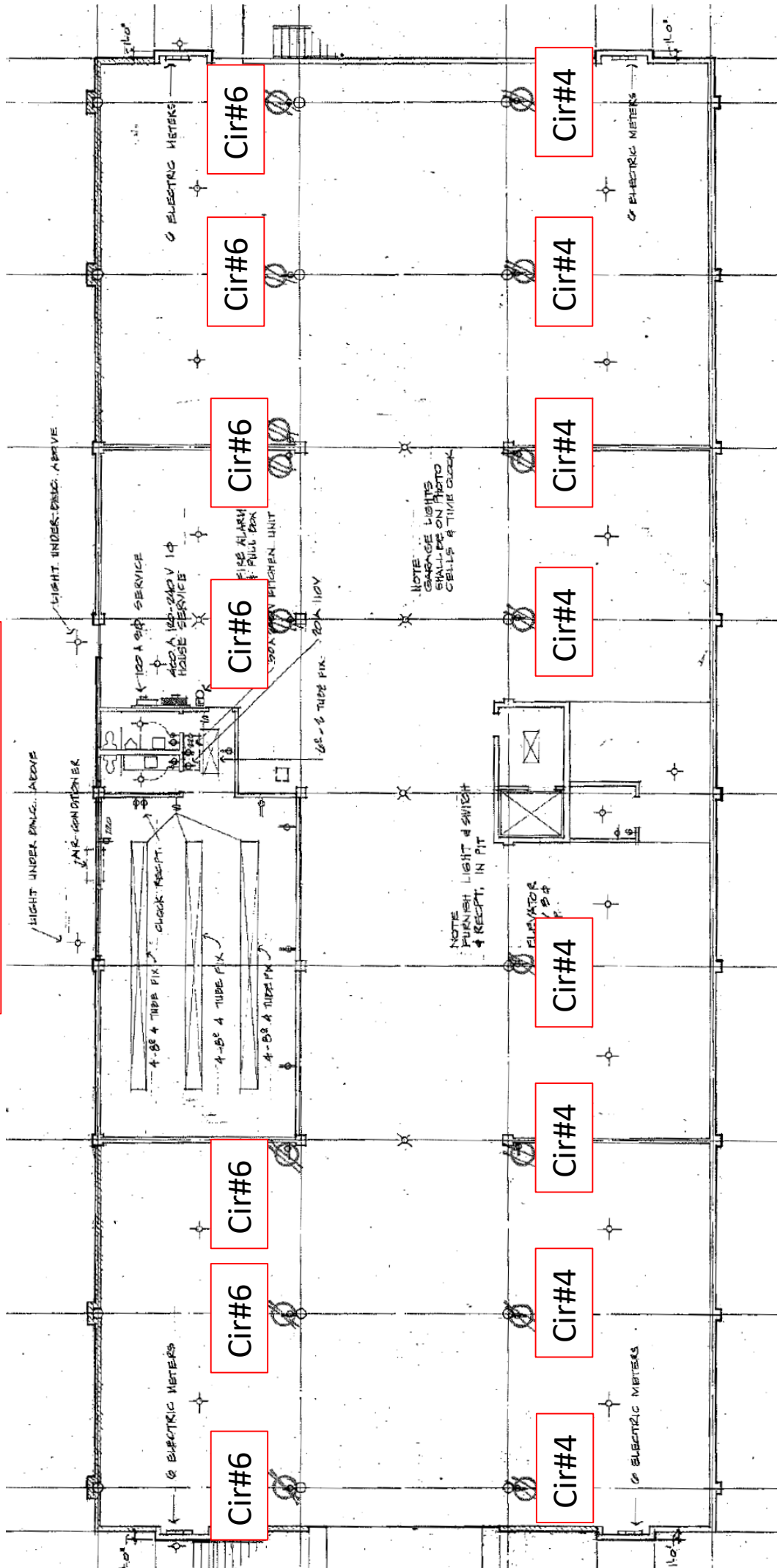
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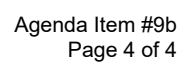
Technical details



Building 5370
Circuit Breaker #4 and #6



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



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REQUEST FOR PROPOSAL

PRESSURE REGULATORS

1. **Objective**

The Third Laguna Hills Mutual (Corporation) is seeking proposals from Contractors for the installation of Pressure Regulators at the Laguna Woods Village.

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.

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 Mathew Aldaz. Any questions regarding the RFP should be submitted via email to mathew.aldaz@vmsinc.org and daniel.hoxie@vmsinc.org, no later than _____, 2024.

4. **Site Visit**

The facility is behind gates and not accessible to the general public. Should a site visit be requested contact Mathew Aldaz at (949) 597-4246 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 mathew.aldaz@vmsinc.org and daniel.hoxie@vmsinc.org. All proposals must be received no later than 1:00 PM on _____, 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. **Proposal Content**

Provide general company information, which includes:

1. Firm overview, History of company, Number of years in business
2. Description of divisions or area offices. Firm must have a service office within 50 miles of the project site.
3. A list of similar, recent projects, which your firm has completed within the last five (5) years. Information should include project description, agency or client name along with the person to contact and the telephone number(s), year completed, and project cost.
4. Key personal experience
5. Price Schedule (Exhibit B)
6. Current and projected workloads

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

- | | |
|-------------------------------------|---|
| a. Exhibit A: Specification of Work | d. Exhibit D: Disclosure Notice |
| b. Exhibit B: Price Schedule | e. Exhibit E: California Labor Code & Forms |
| c. Exhibit C: Insurance | f. Exhibit F: Standard Terms and Conditions |

EXHIBIT A

SPECIFICATION OF WORK

SUMMARY

- 1.1. Contractor shall provide all labor, materials, equipment, supervision and transportation necessary to provide the Services outlined in this Contract.
- 1.2. Provide Unit prices in Exhibit B for various size regulators.
- 1.3. Provide cost for Installing Pressure Regulators on 406 Buildings.
- 1.4. Water services must be restored same day prior to leaving the job site

PROJECT LOCATION

- 1.5. Contractor shall carry out all Services at the following locations within Laguna Woods Village, Laguna Woods, CA 92637: Refer to Exhibit B for Building Numbers.

DESCRIPTION OF WORK

- 1.6. Install pressure regulator in varying sizes ranging from 1/2" to 2".
- 1.7. All pressure regulating valves shall be installed with no less than Type L copper pipe.
- 1.8. All joints shall be brazed or similar and shall conform to industry standards.

CODES & PERMITS

- 1.9. All services, designs, specifications, 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 other authorities having jurisdiction.
- 1.10. Contractor shall be responsible for obtaining all permits necessary for the Services. Fees shall be paid by Contractor but will be reimbursed by Corporation after submittal of receipt. Costs for obtaining permit(s) are not included in the Unit Price Contract Amount. Contractor shall:
 - a. Post permit on job site.
 - b. Notify City of Laguna Woods for required inspections.
 - c. Deliver signed permit to Corporation representative at completion
- 1.11. 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 other authorities having jurisdiction. None of these costs will be reimbursed by the Corporation.
- 1.12. 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.

WORK STANDARDS

- 1.13. Contractor shall have project superintendent on site with the City of Laguna Woods approved plans and permit card during the days that City of Laguna Woods inspections are scheduled.
- 1.14. Contractor shall be responsible to provide and pay for Contractor's temporary power, portable toilet, utilities, phone lines, dumpsters, unless Agent's representative approves site utility usage.
 - a. Contractor shall supply portable toilet facilities as required for the entire construction crew, for the entire construction duration, serviced no less than twice per week, or as requested by the Agent's representative.
- 1.15. 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.
- 1.16. Contractor shall provide a close out package to the Agent's representative at Project completion. Package shall include but not be limited to; as-built plans, signed final permit card, engineers daily log, approved submittals and manuals.
- 1.17. 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 Corporation with a copy of Contractor/resident agreement prior to the commencement of specified work.

GENERAL CONDITIONS

- 1.18. No change orders will be authorized or approved unless the Agent's representative specifically requests the scope covered by the change order be added to the Services. Change orders must be documented in writing to Agent's representative no later than two (2) days after discovery. All change orders not meeting the timeline shall be considered a no cost change to the Contract. Special circumstances approved by Agent's representative in writing may extend the 2-day limit.
- 1.19. Contractor shall confirm any Project questions through the Agent's representative using a request for information (RFI) procedure.
- 1.20. Prior to ordering equipment or materials, Contractor shall provide required material and shop drawing submittals to Agent's representative for approval.
- 1.21. Contractor shall submit to Agent's representative for approval, a construction schedule at least ten (10) working days in advance of commencement of Services. Any changes to the schedule must be pre-approved by the Agent's representative.
- 1.22. Contractor shall maintain a Project log with receipts of this Project on a daily basis; such Project log shall be available to Agent's representative or Corporation during normal business hours upon request.

- 1.23. 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.
- 1.24. 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 or tested and certified by an engineer 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.
- 1.25. 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 will allow areas for the storage or 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 may offload equipment and materials in visitor parking, but must relocate vehicles away from assigned parking and cul-de-sacs to streets. 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.
- 1.26. 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 the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25).

- 1.27. Contractor shall protect in place all surrounding areas including anything identified by Agent's representative. Damage to existing areas, structures or items during construction, shall be repaired by Contractor at the Contractor's expense. Any damage prior to Contract commencement must be documented or photographed and shown to the Agent's representative during pre-construction walk-through.
- 1.28. Contractor hereby warrants and guarantees to Corporation that all Services will be performed in a professional and workmanlike manner and be free of defects. Contractor agrees to promptly correct any defective materials or unsatisfactory workmanship.
- 1.29. Contractor shall provide Construction Services 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 Construction on similar projects. Contractor will warranty all labor and material for a period of at least 12 months after completion of the Contract. Should work be determined to be defective for any cause, Contractor will repair or replace such defect at no cost to Corporation.
- 1.30. This is not an exclusive Agreement and Corporation is not restricted from entering into agreements with other Contractors for this work.

DRAFT

EXHIBIT B
PRICE SCHEDULE

Contractor: _____ Date: ____/____/____

Contact: _____ Phone: (____) ____ - ____

Contractor shall complete this price schedule

Item #	Description	Unit	AMOUNT
1	1/2" Regulator	EA	\$
2	3/4" Regulator	EA	\$
3	1" Regulator	EA	\$
4	1 1/2" Regulator	EA	\$
5	2" Regulator	EA	\$

Unit price includes material (regulator) and labor.

DRAFT

EXHIBIT B

BUILDING LIST

Building #	PSI	Building #	PSI	Building #	PSI	Building #	PSI	Building #	PSI
B966	83	B3390	85	B2308	90	B5003	90	B3146	93
B2113	84	B3397	85	B2310	90	B5012	90	B3173	93
B2117	85	B3405	85	B2311	90	B5048	90	B3175	93
B2118	85	B3433	85	B2312	90	B5069	90	B3178	93
B2127	85	B3435	85	B2313	90	B5124	90	B2167	95
B2128	85	B3466	85	B2332	90	B5140	90	B2221	95
B2129	85	B3474	85	B2333	90	B5141	90	B2224	95
B2132	85	B3500	85	B2334	90	B5219	90	B2228	95
B2135	85	B3532	85	B2335	90	B5228	90	B2232	95
B2136	85	B4003	85	B2336	90	B5304	90	B2235	95
B2171	85	B4012	85	B2338	90	B5321	90	B2240	95
B2172	85	B4015	85	B2343	90	B5372	90	B2242	95
B2174	85	B4020	85	B2354	90	B5379	90	B2244	95
B2176	85	B5015	85	B2355	90	B5384	90	B2248	95
B2177	85	B5032	85	B2384	90	B5391	90	B2258	95
B2181	85	B5102	85	B2385	90	B5402	90	B2259	95
B2192	85	B5147	85	B2386	90	B5404	90	B2260	95
B2193	85	B5259	85	B2387	90	B5415	90	B2261	95
B2196	85	B5310	85	B2393	90	B5417	90	B2268	95
B2198	85	B5424	85	B2404	90	B5426	90	B2283	95
B2202	85	B5592	85	B3037	90	B5438	90	B2285	95
B2203	85	B5596	85	B3056	90	B5445	90	B2287	95
B2204	85	B5597	85	B3085	90	B5455	90	B2317	95
B2207	85	B963	85	B3167	90	B5471	90	B2324	95
B2208	85	B967	85	B3169	90	B5480	90	B2339	95
B2265	85	B968	85	B3170	90	B5514	90	B2340	95
B2267	85	B2166	90	B3174	90	B5565	90	B2341	95
B2270	85	B2168	90	B3176	90	B5569	90	B2342	95
B2299	85	B2169	90	B3177	90	B5570	90	B2344	95
B2300	85	B2175	90	B3185	90	B5571	90	B2345	95
B2301	85	B2179	90	B3186	90	B5572	90	B2347	95
B2306	85	B2180	90	B3187	90	B5574	90	B2348	95
B2309	85	B2225	90	B3283	90	B5576	90	B2349	95
B3267	85	B2237	90	B3313	90	B5578	90	B2350	95
B3278	85	B2238	90	B3322	90	B5587	90	B2353	95
B3282	85	B2262	90	B3323	90	B5588	90	B2388	95
B3284	85	B2266	90	B3351	90	B5590	90	B2389	95
B3314	85	B2269	90	B3391	90	B5591	90	B3067	95
B3320	85	B2284	90	B3394	90	B5593	90	B3120	95
B3324	85	B2286	90	B3417	90	B5595	90	B3123	95
B3352	85	B2289	90	B3421	90	B5598	90	B3145	95
B3357	85	B2291	90	B3427	90	B964	90	B3147	95
B3384	85	B2304	90	B3461	90	B3144	91	B3148	95

Building #	PSI	Building #	PSI	Building #	PSI	Building #	PSI	Building #	PSI
B3386	85	B2305	90	B3503	90	B2182	92	B3150	95
B3387	85	B2307	90	B4021	90	B3171	92	B3151	95
B3152	95	B2277	100	B5453	100	B3131	110	B5557	120
B3157	95	B2278	100	B5463	100	B3132	110		
B3158	95	B2319	100	B5501	100	B3383	110		
B3160	95	B2320	100	B5520	100	B3424	110		
B3161	95	B2329	100	B5540	100	B3428	110		
B3163	95	B2346	100	B5547	100	B3440	110		
B3164	95	B2351	100	B5558	100	B3442	110		
B3168	95	B2352	100	B5560	100	B3459	110		
B3172	95	B2356	100	B5563	100	B3460	110		
B3179	95	B2368	100	B5573	100	B3518	110		
B3180	95	B2369	100	B5577	100	B3527	110		
B3181	95	B2370	100	B5579	100	B4009	110		
B3182	95	B2382	100	B5585	100	B5053	110		
B3184	95	B2390	100	B5589	100	B5117	110		
B3312	95	B2391	100	B2367	101	B5135	110		
B3318	95	B2392	100	B2359	105	B5244	110		
B3321	95	B2395	100	B2362	105	B5253	110		
B3434	95	B2396	100	B2372	105	B5314	110		
B3451	95	B2403	100	B2373	105	B5387	110		
B3468	95	B3069	100	B2374	105	B5510	110		
B3470	95	B3070	100	B2394	105	B5513	110		
B3521	95	B3149	100	B2397	105	B5531	110		
B4004	95	B3155	100	B2400	105	B5544	110		
B4025	95	B3156	100	B3389	105	B5546	110		
B5090	95	B3165	100	B3401	105	B3458	115		
B5233	95	B3166	100	B3490	105	B3467	120		
B5299	95	B3326	100	B4006	105	B3531	120		
B5335	95	B3447	100	B5059	105	B5368	120		
B5582	95	B3469	100	B5325	105	B5416	120		
B5583	95	B3516	100	B5397	105	B5418	120		
B5594	95	B4014	100	B5536	105	B5454	120		
B3153	96	B4017	100	B5562	105	B5456	120		
B3154	96	B5085	100	B2361	110	B5461	120		
B3159	96	B5206	100	B2363	110	B5462	120		
B3162	96	B5270	100	B2375	110	B5499	120		
B2227	100	B5349	100	B2376	110	B5500	120		
B2229	100	B5354	100	B2378	110	B5511	120		
B2231	100	B5370	100	B2380	110	B5512	120		
B2236	100	B5419	100	B2381	110	B5515	120		
B2239	100	B5422	100	B2383	110	B5516	120		
B2245	100	B5427	100	B2398	110	B5517	120		
B2247	100	B5429	100	B2402	110	B5519	120		
B2249	100	B5433	100	B2405	110	B5524	120		
B2250	100	B5450	100	B3125	110	B5530	120		
B2251	100	B5451	100	B3129	110	B5537	120		

EXHIBIT C

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, and 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 D

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 on going. 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 out buildings, Library, Maintenance Warehouse Bldg., Stables, Gate houses, 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 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 E

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 F

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.

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**REQUEST FOR PROPOSAL
THIRD LAGUNA HILLS MUTUAL
EXTERIOR PAINT PROJECT**

1. Objective

Village Management Services, Inc., as managing agent for Third Laguna Hills Mutual, is seeking proposals from Contractors to supplement its Annual Exterior Paint Program in the Laguna Woods Village.

2. Background Information

Third Laguna Hills Mutual is part of the Laguna Woods Village, a 55+ senior community in Laguna Woods, CA. Third Laguna Hills Mutual contains 1,405 building structures comprised of 92 building types and 6,102 individual residential units

3. General Information

The Third Laguna Hills Mutual is responsible for issuing this RFP and awarding a contract. This process will be facilitated by the Corporation's Agent, Village Management Services, Inc. (VMS). The agent's representative in this matter is Adam Feliz, Maintenance Operations Manager. Any questions regarding the RFP should be submitted via email to Adam.Feliz@vmsinc.org and Dan Hoxie, Purchasing Manager, at Daniel.Hoxie@vmsinc.org no later than 10:00 a.m. Monday _____, 2024.

4. Site Visit

A mandatory pre-bid meeting will be held at **10:00 am Tuesday, _____, 2024**. We will meet at the Laguna Woods Community Center located at 24351 El Toro Dr., Laguna Woods, CA 92637, Cypress Room on the second floor. Please contact Adam.Feliz@vmsinc.org or call 949-597-4614 with any questions. The pre-bid meeting requires mandatory attendance for firms seeking to submit a proposal. All questions regarding the purpose and the scope of this RFP will be answered as well as a brief tour of the project sites.

5. Acceptance of Proposals

Proposals are being solicited from several contractors. Proposals must be submitted in writing either by mail or email to Adam Feliz at Adam.Feliz@vmsinc.org and Daniel.Hoxie@vmsinc.org. To be accepted for review and evaluation, proposals must be received no later than Noon Monday, _____ 2024. 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. Proposal Content

Provide general company information, which includes:

- A. Firm overview, history of the company, and number of years in business
- B. Description of divisions or area offices. Firm must have a service office within 50 miles of Laguna Woods Village.
- C. A list of similar, recent projects that your firm has completed within the last five (5) years. Information should include project description, agency or client name, person to contact, telephone number(s), year completed, and project cost.
- D. Key personal experience with current and projected workloads.
- E. Price Schedule (Exhibit B)

7. Documents incorporated by reference and made a part of this Bid Proposal are the following:

Exhibit A – Specification of Work	Exhibit G – Project Site Map
Exhibit B – Price Schedule	Exhibit H – Paint Catalog
Exhibit C – Insurance	
Exhibit D – Disclosure Notice	
Exhibit E – California Labor Code & Forms	
Exhibit F – Standard Terms and Conditions	

EXHIBIT A SPECIFICATION OF WORK

SUMMARY

Third Laguna Hills Mutual is responsible for exterior maintenance of 1,405 residential buildings. The annual external paint program is on a 15-year cycle and includes residential buildings, carports, and laundry rooms with more than 16.4 million square feet of exterior building surfaces. The building components painted include the body (stucco and siding) and trim (fascia, beams, overhangs, doors, enclosed soffits and structural and ornamental metal surfaces).

- 1.1. Contractor to provide all labor, materials, equipment, supervision and transportation necessary to complete the work outlined in this specification of work and exhibits.
- 1.2. Contractor must schedule a pre-construction meeting with the Agent's representatives at least thirty days before the commencement of Services and provide a timeline and construction schedule for the Agent's approval. The contractor and the Agent's representatives must agree upon any necessary adjustments to the schedule provided by the Contractor.
- 1.3. Agent's representative will provide notice to proceed prior to Contractor beginning the project.
- 1.4. Contractor must provide a full-time on-site supervisor or foreman to oversee the project scope of work and completion of the project. The individual must possess strong communication skills and have a friendly manner to work directly with the Agent's representative. Corporation reserves the right to request a change in supervision if it is determined necessary.
- 1.5. Contractor and Agent's representative will hold weekly meetings to discuss project progress and pressing matters.
- 1.6. Contractor to prep and paint all paintable exterior surfaces as outlined in this specification of work.
- 1.7. Contractor must follow State Asbestos and Lead Removal Procedures and satisfy the requirements of all governing agencies when removing and disposing of materials containing asbestos. Contractor must assume all surface areas disturbed contain asbestos or Lead and require abatement when disturbed.
- 1.8. Contractor must complete all phases of work in a timely manner per the approved construction schedule.
- 1.9. Contractor must photograph each building "as is" prior to the beginning of the project. Contractor must also document and report any existing damages to the Agent's representative.
- 1.10. Contractor must meet or exceed construction industry standards.

BIDDING SPECIFICS

- 1.11. Contractor must visually inspect and verify all buildings and spaces identified in the documentation provided. Contractor is responsible for formulating and including actual footage and material quantities in their proposal.

PROJECT LOCATION

- 1.12. Contractor will carry out all Services at Laguna Woods Village, Laguna Woods, CA. 92637

CODES & PERMITS

- 1.13. At project completion, the contractor must provide the Agent's representative with a close-out package. The package must include, but not be limited to, daily logs, approved submittals and manuals, and warranties.

- 1.14. Contractor must comply with OSHA and CAL-OSHA, EPA Asbestos and Lead Paint Rules, and all local, state, and federal codes or ordinances as adopted by the City of Laguna Woods and other authorities having jurisdiction.
- 1.15. Contractor must follow State Asbestos and Lead removal procedures and satisfy the City of Laguna Woods requirements for asbestos abatement when removing and disposing of materials containing asbestos.
- 1.16. Contractor must complete and submit to the City of Laguna Woods an "Asbestos Survey Certification Form" signed by a third-party California State Certified Asbestos Consultant prior to work commencing.
- 1.17. Contractor must provide Agent's representative with asbestos abatement certification of each employee performing asbestos removal.
- 1.18. If required by the City of Laguna Woods, Contractor will be responsible for obtaining all permits necessary for the services. Permit Fees will be paid by the Contractor and will be reimbursed by the Corporation after the submittal of the permit fee receipt. When permits are obtained, Contractor must:
 - a. Post permit(s) on the job site.
 - b. Notify the City of Laguna Woods for required inspections.
 - c. Deliver signed permit to Agent's Representative at completion.
- 1.19. Contractor must provide the Agent's representative with the status of permit issuance. Any change to the plans required by any agency prior to permit issuance will be communicated to the Agent's Representative.
- 1.20. Contractor is responsible for all deposits, bonds, or other costs required for the Project. Contractor must conduct business as required by the City of Laguna Woods and other authorities having jurisdiction. None of these costs will be reimbursed by the Corporation.

DESCRIPTION OF WORK

1.21. Contractor must:

GENERAL PREPARATION

- a. Staging of equipment and materials will only be allowed in areas approved by Agent's representative.
- b. Cordon off work areas while under construction as approved by Agent's representative. Three-foot delineators, caution tape, and screened construction fencing are approved barriers. Construction cones of any size are an unacceptable means of blockade.
- c. All paint must be applied at the manufacturer's recommended mil thickness per coat.
- d. All paints must be delivered to the job mixed and must not be thinned.
- e. All paint must be applied using a sprayer, brush, or roller.
- f. All previously painted areas will be repainted
- g. All articles affixed to buildings, such as hardware and light fixtures, must be covered to protect items from overspray.
- h. Work areas must be covered in protective materials to ensure no water or paint damages any unpainted surface or unintended area.
- i. Contractor must notify Agent's representative two weeks before painting if any landscaping located within two feet of the building may impact the Contractor's ability to perform Services. Corporation will remove landscaping at its sole cost.

EXTERIOR PAINT

- a. If required, test for asbestos and lead when disturbing exterior surfaces.
- b. Prepare all paintable surfaces, including, but not limited to, exterior walls and trim. The contractor will be responsible for pressure washing, patching, caulking, sanding, priming, and degreasing all building exterior surfaces prior to painting.
- c. During the paint preparation process, the Contractor must report any dry rot discovered within 24 hours to the Agent's representative.
- d. Supply and apply PPG exterior Seal Grip primer to all non-painted areas per manufacturer specifications.
- e. Supply and apply PPG sun-proof exterior latex paint to all paintable surfaces as specified. Specifications include paint type, colors, and finishes.
- f. Stucco surfaces must be pressure washed @ 3000 psi to ensure the removal of chalk, mold, mildew, or any other foreign material.
- g. Wood surfaces must be pressure washed at a maximum of 3000 psi. Where needed, other approved means must be used to ensure the removal of all foreign material.
- h. After adequately cleaning all surfaces, all joints or imperfections must be appropriately repaired and spot-primed with a minimum of one coat of primer, allowing an adequate drying time before the primary finish is applied.
- i. Finish coats must be applied in accordance with paint manufactures warranty requirements and no sooner than two days after pressure washing.
- j. All painted surfaces must have a minimum of two finish coats.
- k. Metal Surfaces must be adequately cleaned before applying finishing products by sandblasting, wire brushing, sanding, water blasting, etc., and prepared for final finishes by applying the appropriate primer for the type of metal.

- I. Exterior painting must not be applied when surfaces are damp, wet, or frosted. Temperature must be above 50 degrees F.

GENERAL CONDITIONS

- 1.22. Contractor will be responsible for providing and paying for the Contractor's portable toilets, utilities, phone lines, dumpsters, and temporary power unless the Agent's representative approves site utility usage. Electrical power access will be reviewed at the pre-bid site meeting.
- 1.23. Contractor must use the means necessary to control dust on and near the work area and prevent dust from becoming a nuisance to people on or near the site for the duration of the Project.
- 1.24. Contractor must legally remove and dispose of all waste from the community to an approved City of Laguna Woods dump site location and must satisfy all City of Laguna Woods, State, and Federal dumping requirements.
- 1.25. No change orders will be authorized or approved unless the Agent's representative specifically requests the scope covered by the change order be added to the Services. Change orders must be documented in writing to Agent's representative no later than two days after discovery. All change orders not meeting the timeline will be considered a no-cost change to the Contract. Special circumstances approved by Agent's representative in writing may extend the two-day limit.
- 1.26. After the commencement of Services, the Contractor must keep the crew working continuously until the project is complete and inspected by the Agent's representative. If a delay occurs, the Contractor must notify the Agent in writing and update the project schedule accordingly.
- 1.27. Contractor must maintain a project log listing equipment and the number of workers on the job site for this Project daily; such a Project log must be available to the Agent's representative or Corporation during regular business hours upon request.
- 1.28. Contractors' personnel and subcontractors must refrain at all times from using profanity, abusive language, or loud language and must wear company name or company logo shirts. Audio players are not permitted on the 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.
- 1.29. Corporation and Agent's representative will have the right to inspect all work performed under this Contract. All defects and uncompleted items identified by Corporation or Agent's representative during or after construction will 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 or tested and certified by an engineer as a condition of any government departments or other state agency or inspected and approved by the local health officer must be done at each necessary stage of construction and before further construction can continue.
- 1.30. Contractor will be responsible at all times for the work site's safety. Corporation will allow free access to work areas for Contractor's workers and will allow areas for the storage or 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 may offload equipment and materials in visitor parking, but must relocate vehicles away from assigned parking and cul-de-sacs to streets. Contractor must keep areas to which residents have access, clear and accessible. Contractor will make reasonable efforts to protect driveways, lawns, shrubs, 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 that do not cause health or safety hazards. The work site will be left clean and orderly at the end of each workday, removing all debris. The after-hours worksite conditions will be left in a condition that will not cause health or safety hazards.

- 1.31. Regular work hours for this Project are 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 the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25).
- 1.32. Contractor must protect in place all surrounding areas, including anything identified by the Agent's representative. Damage to existing areas, structures, or items during construction must be repaired by the Contractor at the Contractor's expense. Any damage prior to Contract commencement must be documented or photographed and shown to the Agent's representative during pre-construction walk-through.
- 1.33. The contractor warrants and guarantees to the Corporation that the Services will be performed professionally, in a workmanlike manner, and free of defects. The contractor agrees to correct any defective materials or unsatisfactory workmanship promptly. The contractor guarantees its Services (labor, equipment, and materials) for a minimum of one year.
- 1.34. Contractor must include sufficient funds to allow Contractor to comply with all applicable local, state, and federal laws or regulations governing the Services to be provided.
- 1.35. 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 will supply the Corporation with a copy of Contractor/resident agreement prior to the commencement of specified work.

**EXHIBIT B
PRICE SCHEDULE**

Contractor: _____ Date: ____ / ____ / ____

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

Contractor must complete this price schedule for the Third Mutual Exterior Paint Project.

Item #	Description	Unit	Amount
1	MOBILIZATION	LS	\$
2	EXTERIOR PREPARATION – BUILDING # 4023 14,166 square feet	LS	\$
3	EXTERIOR PAINT – BUILDING # 4023 14,166 square feet	LS	\$
4	EXTERIOR PREPARATION – BUILDING # 4024 8,492 square feet	LS	\$
5	EXTERIOR PAINT– BUILDING # 4024 8,492 square feet		\$
6	EXTERIOR PREPARATION – BUILDING # 4026 35,477 square feet	LS	\$
7	EXTERIOR PAINT– BUILDING # 4026 35,477 square feet		
	Total:		\$

No additional costs to Corporation will be approved.

Contractor may insert sub-line items within each phase/bid item number, however, subtotal must be by line item listed above. Should Contractor include any options or items not requested in the RFP or Specifications, those items should be detailed separately.

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REQUEST FOR PROPOSAL

MISCELLANEOUS CONCRETE REPAIR PR0332721

1. **Objective**

Third Laguna Hills Mutual, and United Laguna Woods Mutual (Corporation) is seeking proposals from Contractors for the replacement of concrete at various locations within Laguna Woods Village.

2. **Background Information**

Laguna Woods Village is a community of 18,000 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.

3. **General Information**

The Corporation is responsible for the issuance of this RFP and awarding a contract. This process will be facilitated by the Corporation's Agent, Village Management Services, Inc. (VMS). The representative for the Agent in this matter is Angelo Ocampo. Any questions regarding the RFP should be submitted via email to angelo.ocampo@vmsinc.org and daniel.hoxie@vmsinc.org, no later than _____, 2024.

4. **Site Visit**

A mandatory pre-bid site visit will be held at **9:00 AM** on _____, 2024 at the Laguna Woods Community Center located at 24351 El Toro Dr., Laguna Woods, CA 92637, Cypress Conference Room on the second floor. Attendance at a site visit is required for firms seeking to submit a proposal. All questions regarding the purpose and the scope of this RFP will be answered as well as a tour of the project site.

5. **Acceptance of Proposals**

Proposals are being solicited from a number of Contractors. Proposals must be submitted in writing by email to angelo.ocampo@vmsinc.org and daniel.hoxie@vmsinc.org. All proposals must be received no later than _____, 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. **Proposal Content**

Provide general company information, which includes:

1. Firm overview, History of company, Number of years in business
2. Key personal experience
3. Price Schedule (Exhibit B)

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

- | | |
|---|---|
| a. Exhibit A: Specification of Work | d. Exhibit D: Insurance |
| b. Exhibit B: Price Schedule | e. Exhibit E: California Labor Code & Forms |
| c. Exhibit C: Concrete Repair Locations | f. Exhibit F: Standard Terms and Conditions |
| Attachment 1: Community Map | |

EXHIBIT A

SPECIFICATION OF WORK

SUMMARY

- 1.1. Contractor shall provide all labor, materials, equipment, supervision and transportation necessary to provide the Services outlined in this Contract.

PROJECT LOCATION

- 1.2. Contractor shall carry out all Services at the various locations within Laguna Woods Village, Laguna Woods, CA 92637. See Exhibit C for locations.
- 1.3. All Services to be located and scheduled with the Agent's Representative. If additional locations are added to this contract, the average square footage shall be used to calculate the additional cost, either as a replacement or addition to the contract by change order. Contractor will have no claims or rate changes due to the quantity variation.

DESCRIPTION OF WORK

- 1.4. Set up safety barriers and signage to protect pedestrians and vehicular traffic.
- 1.5. Ensure all utilities are marked and protected before excavation.
- 1.6. Use appropriate tools and equipment to remove the damaged concrete.
- 1.7. All roots must be removed.
- 1.8. Contractor shall remove soft or spongy subgrade material and backfill to produce stable foundation.
- 1.9. Ensure safe and environmentally responsible disposal of debris at offsite location
- 1.10. Contractor shall set forms to the required alignment, grade and dimensions and shall insure water flows correctly to appropriate drain structure or gutter area away from paved area being worked on. Forms must be smooth on side placed against new concrete, have straight upper edge, be rigid to withstand new concrete placement without distortion. Contractor will supply stakes, clamps, spreaders and braces to insure rigidity.
- 1.11. Forms must be clean and free of debris and coated with form oil before placing concrete. Bender boards can be used on curves, grade changes or curb returns.
- 1.12. Contractor shall place joint filler at expansion joints in the appropriate position prior to concrete placement.
- 1.13. Concrete shall be vibrated and compacted without segregation.
- 1.14. Weakened-Plane Joints: Transverse weakened-plane joints shall be provided every 12'. No longitudinal weakened-plane joints are required.

- 1.15. Curing compound shall be Type 2. Exposed concrete shall be completely coated with curing compound.
- 1.16. Contractor shall accumulate and remove spoils off site.
- 1.17. Concrete Pouring and Finishing: Pour concrete into the prepared forms, ensuring even distribution and minimal air pockets. Use appropriate finishing tools to achieve the desired surface texture. Install control joints and expansion joints as specified.
- 1.18. Inspection: Check for any defects, cracks, or surface imperfections.
- 1.19. Repairs: Address any issues promptly to maintain the integrity of the concrete structure.
- 1.20. Work will be completed in a manner to avoid disruption to the Laguna Woods Village.
- 1.21. Concrete: 2,500 PSI. 4-5 inch, no rebar.

CODES & PERMITS

- 1.22. All services, designs, specifications, and materials shall comply with the most recent applicable editions of the "Greenbook Standard Specifications for Public Works Construction, 2021 Edition" (Standard Specification) and/or current Cal Trans specification as applicable. All work shall conform to or exceed these requirements. The Standard Specifications have been amended for purposes of this Contract. At no time was it, or has it, been intended that these amended specifications would be less stringent than the original intention of the Standard Specifications for Public Works. Contractor will comply with the latest edition, if the 2021 Edition is superseded after the Contract date.
- 1.23. Contractor is responsible for all deposits, bonds or other costs required for the Project. Contractor shall conduct business as required by OSHA and CAL-OSHA and the City of Laguna Woods and other authorities having jurisdiction. None of these costs will be reimbursed by the Corporation.
- 1.24. 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.

WORK STANDARDS

- 1.25. Contractor shall be responsible to provide and pay for Contractor's temporary power, portable toilet, utilities, phone lines, dumpsters, unless Agent's representative approves site utility usage.
 - a. Contractor shall supply portable toilet facilities as required for the entire construction crew, for the entire construction duration, serviced no less than twice per week, or as requested by the Agent's representative.

- 1.26. Contractor shall be responsible for calling Dig Alert (dial 8-1-1) 48 hours prior to any excavation to obtain all underground utility locations and is responsible for the subsequent coordination with any utility companies. Damage to underground utilities and the repair or replacement is the sole responsibility of the Contractor.
- 1.27. Contractor shall repair or replace any irrigation lines, heads or valves damaged from construction. All material shall match the type, size and manufacture of the existing.
- 1.28. 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.
- 1.29. Contractor shall use means necessary 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.
- 1.30. Contractor shall provide all survey work including but not limited to, control points, elevations, line and grade and construction staking required to construct and complete the Project.
- 1.31. 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 Corporation with a copy of Contractor/resident agreement prior to the commencement of specified work. Such agreement must specifically provide that in no event shall Corporation be responsible to either Contractor or resident for any of the terms set forth in that agreement.

GENERAL CONDITIONS

- 1.32. No change orders will be authorized or approved unless the Agent's representative specifically requests the scope covered by the change order be added to the Services. Contractor requested change orders must be documented in writing to Agent's representative no later than two (2) days after discovery. All change orders not meeting the timeline shall be considered a no cost change to the Contract. Special circumstances approved by Agent's representative in writing may extend the 2-day limit.
- 1.33. Contractor shall confirm any Project questions through the Agent's representative using a request for information (RFI) procedure.
- 1.34. Contractor shall submit to Agent's representative for approval, a schedule at least ten (10) working days in advance of commencement of Services. Any changes to the schedule must be pre-approved by the Agent's representative.
- 1.35. After commencement of Services, Contractor shall keep the crew working continuously until the work is complete and inspected by the Agent's representative. Any change to this schedule shall be coordinated with the Agent's Representative.
- 1.36. Contractor shall provide monthly reports if the Contract exceeds 30 days to the Agent's representative.
- 1.37. Contractor shall maintain a Project Log of this Project on a daily basis; such Project Log shall be available to Agent's Representative or Corporation during normal business hours upon request.

- 1.38. 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.
- 1.39. 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 or tested and certified by an engineer 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.
- 1.40. 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 will allow areas for the storage or 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 may offload equipment and materials in visitor parking, but must relocate vehicles away from assigned parking and cul-de-sacs to streets. 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.
- 1.41. Contractor 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. Contractor shall safely secure the Project area each night before leaving the Community. Contractor shall use barricades and delineators approved by Agent's representative when necessary.
- 1.42. 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 to 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 (fourth Thursday in November) and Christmas day (December 25).
- 1.43. Contractor shall protect in place all surrounding areas including anything identified by Agent's representative. Damage to existing areas, structures or items during construction, shall be repaired by Contractor at the Contractor's expense. Any damage prior to Contract commencement must be documented or photographed and shown to the Agent's representative during pre-construction walk-through.

- 1.44. Contractor hereby warrants and guarantees to Corporation that all Services will be performed in a professional and workmanlike manner and be free of defects. Contractor agrees to promptly correct any defective materials or unsatisfactory workmanship.
- 1.45. Contractor shall provide Construction Services 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 other contractors on similar projects. Contractor will warranty all labor and material for a period of at least 12 months after completion of the Contract. Should work be determined to be defective for any cause, Contractor will repair or replace such defect at no cost to Corporation.

DRAFT

EXHIBIT B
MISCELLANEOUS CONCRETE REPAIR
PRICE SCHEDULE

Contractor: _____ Date: ____/____/____

Contact: _____ Phone: (____) _____

#	Mutual	Address	SF	Unit Cost	Totals
1	United	123 Via Estrada	44 x 6	\$	\$
2	United	195 Avenida Majorca	16 x 4	\$	\$
3	United	492 Calle Cadiz	54 x 11	\$	\$
4	Third	2385 Via Mariposa West	70 x 23	\$	\$
5	Third	3306 Via Carrizo	58 x 4	\$	\$
6	Third	3331-N Bahia Blanca East	25 x 32	\$	\$
7	Third	3360 Monte Hermoso	8 x 3	\$	\$
8	Third	3367 Punta Alta	79 x 5	\$	\$
9	Third	4006 Calle Sonora Oeste	87 x 6	\$	\$
10	Third	5014 Jardin	21x16	\$	\$
11	Third	5014 Jardin	39 x 4	\$	\$
12	Third	5136 Brazo	17 x 21	\$	\$
13	Third	5473-C Paseo Del Lago East	12 x 12	\$	\$
Totals				--	\$
				Cost per SF	\$

United	\$
Third	\$

EXHIBIT C
MISCELLANEOUS CONCRETE REPAIR LOCATIONS

#	Mutual	Address	Description	Note	Description of Concrete
1	Third	2385 Via Mariposa West	Concrete Replacement Required	Replace large section of walkway in front of main entrance due to roots	2500 PSI, 4- 5-inch, No-rebar, remove all roots, DIG ALERT
2	Third	3306 Via Carrizo	Concrete Replacement Required	Walkway on backside of building uneven	2500 PSI, 4- 5-inch, No-rebar, remove all roots, DIG ALERT
3	Third	3331-N Bahia Blanca East	Concrete Replacement Required	Multiple cracks in MNR N driveway	Demo, Remove all roots. 5-inch, No rebar, 2500 PSI, DIG ALERT
4	Third	3360 Monte Hermosa	Concrete Replacement Required	Concrete at the back of manor "C" is damaged from tree roots	2500 PSI, 4- 5-inch, No-rebar, remove all roots, DIG ALERT
5	Third	3367 Punta Alta	Concrete Replacement Required	Replace entire 1st floor walkway from manors A-E. Pitch walkway away from building to eliminate damage to building	2500 PSI, 5-inch, No-rebar, remove all roots, DIG ALERT
6	Third	4006 Calle Sonora Oeste	Concrete Replacement Required	Broken concrete in front of bldg base of light post and walkway is shattered	2500 PSI, 4- 5-inch, No-rebar, remove all roots, DIG ALERT
7	Third	5014 Jardin	Concrete Replacement Required	Concrete inside and outside of the garage have cracks	2500 PSI, 4- 5-inch, No-rebar, remove all roots, DIG ALERT
8	Third	5014 Jardin	Concrete Replacement Required	Sidewalk IFO bldg has cracks.	2500 PSI, 4- 5-inch, No-rebar, remove all roots, DIG ALERT
9	Third	5136 Brazo	Concrete Replacement Required	Walkway lifted and Driveway lifted at entry	2500 PSI, 4- 5-inch, No-rebar, remove all roots, DIG ALERT
10	Third	5473-C Paseo Del Lago East	Concrete Replacement Required	Concrete Repair at the garage entrance.	2500 PSI, 5-inch, No-rebar, DIG ALERT
11	United	123 Via Estrada	Concrete Replacement Required	To remove and replace shattered concrete	2500 PSI, 4- 5-inch, No-rebar, remove all roots, DIG ALERT
12	United	195 Avenida Majorca	Concrete Replacement Required	Water pooling around MNR D entry door.	2500 PSI, 4- 5-inch, No-rebar, remove all roots, DIG ALERT
13	United	492 Calle Cadiz	Concrete Replacement Required	Walkway is uneven	2500 PSI, 4- 5-inch, No-rebar, remove all roots, DIG ALERT

EXHIBIT D

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, and 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 E

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 F

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.

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