

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THIRD LAGUNA HILLS MUTUAL
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

February 17, 2015

The Regular Meeting of the Third Laguna Hills Mutual Board of Directors, a California non-profit mutual benefit corporation, was held on Tuesday, February 17, 2015 at 9:30 A.M. at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Jim Matson, Beth Perak, Rosemarie di Lorenzo Dickins, Ray Gros, James Tung, Bunny Carpenter, John Luebbe, Wei-Ming Tao, John McRae, Bert Moldow, Judith Troutman

Directors Absent: None

Staff Present: Jerry Storage, Kim Taylor, Kurt Rahn
Executive Session: Jerry Storage, Cris Robinson, Kim Taylor, Marcel Bradley, Victor Polek, Petros Frangos, Francis Rangel, Blessilda Fernandez

Others Present: None

CALL TO ORDER

Jim Matson, President of the Corporation, chaired and opened the meeting, and stated that it was a Regular Meeting held pursuant to notice duly given. A quorum was established, and the meeting was called to order at 9:30 A.M.

PLEDGE OF ALLEGIANCE

Director Wei-Ming Tao led the Membership in the Pledge of Allegiance.

ACKNOWLEDGEMENT OF MEDIA

A representative of the Globe was not present for the meeting. The Channel 6 Camera Crew, by way of remote cameras, was acknowledged as present.

APPROVAL OF AGENDA

Without objection, the agenda was approved as amended by moving Agenda Items: 18 'Report of Resident Problem Resolution Services,' 19 'Report of Security and Traffic Rules and Regulations Ad Hoc Committee,' and 21 'Report of the Laguna Canyon Foundation,' to Agenda Items 11, 12, and 13.

CHAIR'S REMARKS

President Matson spoke of various items concerning the Mutual.

APPROVAL OF THE MINUTES

Without objection, the Board approved the minutes of the January 20, 2015 Regular Open Meeting and the minutes of the January 29, 2015 Special Open Meeting as written.

CONSENT CALENDAR

Without objection, the Board approved the Consent Calendar as written, and the Board took the following actions:

Maintenance & Construction Committee Recommendations:

- | | |
|---------|--|
| 2404-2E | Deny appeal request to reimburse charges of \$674.28 |
| 3212-B | Deny appeal request to widen driveway |
| 3256-B | Approve to retain patio enclosure on previously extended patio slab, with contingencies and to notice the Mutual Member to a hearing |
| 4014-1A | Deny appeal request to reverse billing dispute charges of \$718.92 |
| 5103 | Approve request to construct room extensions and dining room window revision, with contingencies |
| 5232 | Approve request to retain stone veneer accents on the front of the manor, stone veneer applied to the Mutual retaining wall along the front sidewalk, stone veneer terraced walls on the sides of the entry steps, an added section to the previously approved rear patio extension, light fixtures on the south and rear elevations and to stain the driveway Terra Cotta color to match the subject stone veneer of Manor 5232, with contingencies |
| 5444 | Approve request for a rear patio extension with a stucco wall and for an entry walkway extension, with contingencies |
| 5446 | Approve request to add a living room window, perform window revisions to previously approved rear and side room additions, install a concrete pad at the sliding glass door at rear room addition, and to add a door in kitchen nook with a concrete pad, with contingencies |

Landscape Committee Recommendations:

- | | |
|------|---|
| 5437 | Approve request for plant replacements at Mutual Member's expense, with contingencies |
|------|---|

Finance Committee Recommendations:

RESOLUTION 03-15-17

Recording of a Lien

WHEREAS, Member ID 931-360-05 is currently delinquent to Third Laguna Hills Mutual with regard to the monthly assessment; and

WHEREAS, a Notice of Delinquent Assessment (Lien) will be filed upon adoption of this resolution following at least a majority vote of the Board (with no delegation of such action by the Board), acting in an open meeting, and for which the Board's vote is recorded in the minutes;

NOW THEREFORE BE IT RESOLVED, February 17, 2015, that the Board of Directors hereby approves the recording of a Lien for Member ID 931-360-05; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

GENERAL MANAGER'S REPORT

Mr. Jerry Storage updated the membership on ongoing GRF projects within the Community.

MEMBER COMMENTS

Third Mutual Members were given the opportunity to speak to any issues not on the agenda.

DIRECTORS' RESPONSES TO MEMBER COMMENTS

The Directors briefly responded to Member Comments.

During Approval of the Agenda portion of the meeting the Board agreed to take Director Ray Gros' Committee Reports out of order.

COMMITTEE REPORTS

Director Gros reported from Resident Problem Resolution Services.

Director Gros reported from the Security and Traffic Rules and Regulations Ad-hoc Committee.

Director Gros reported on the Laguna Canyon Foundation.

UNFINISHED BUSINESS

Director McRae read a proposed resolution approving ratifying the establishment of an Executive Committee comprised of 3 Directors and 2 alternate Directors with full autonomy for the sole purpose of hearing and acting on Common Area Damage Reimbursement matters. Director McRae moved to approve the resolution. Director di Lorenzo-Dickins seconded the motion and discussion ensued.

By a vote of 10-0-0 the motion carried, and the Board adopted the following resolution as written:

RESOLUTION 03-15-18

**Ratify the Establishment of an Executive Committee for the Purpose of
Hearing Common Area Damage Reimbursement Hearing Matters**

WHEREAS, due to the length of the regularly scheduled board meetings and the increased number of Common Area Damage Reimbursement Hearings to be heard each month to meet the needs of the Community; and

WHEREAS, the Board established an Executive Committee on January 20, 2015 as a Committee comprised of 3 Directors and 2 alternate Directors for the sole purpose of hearing Common Area Damage Reimbursement Hearing matters; and

NOW THEREFORE BE IT RESOLVED, February 17, 2015, that the Board of Directors hereby ratifies the establishment of an Executive Committee comprised of 3 Directors and 2 alternate Directors with full autonomy for the sole purpose of hearing and acting on Common Area Damage Reimbursement matters;

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director McRae read a proposed resolution approving revisions to the Select Audit Task Force Charter. Director di Lorenzo-Dickins moved to approve the resolution. Director Tao seconded the motion and discussion ensued.

By a vote of 10-0-0 the motion carried, and the Board adopted the following resolution as written:

RESOLUTION 90-15-05 - APPROVED JANUARY 6, 2015
REVISED FEBRUARY 3, 2015 RESOLUTION 90-15-11
RESOLUTION 01-15-04 - APPROVED JANUARY 13, 2015
REVISED FEBRUARY 10, 2015 RESOLUTION 01-15-17
RESOLUTION M50-15-06 - APPROVED JANUARY 15, 2015
REVISED FEBRUARY 19, 2015 RESOLUTION M50-15-XX
RESOLUTION 03-15-10 - APPROVED JANUARY 20, 2015
REVISED FEBRUARY 17, 2015 RESOLUTION 03-15-19

**LAGUNA WOODS VILLAGE CORPORATIONS
SELECT AUDIT TASK FORCE CHARTER**

RESOLVED, February 17, 2015, that the Boards of Directors of this Corporation hereby assigns the duties and responsibilities of this Task Force, as follows:

MISSION

The purpose of the Select Audit Task Force is to assist the Village corporations' oversight of:

- The independent public accounting firm's qualifications and independence.
- The performance of the independent public accounting firm and its relationship with the managing agent's accounting function.
- The managing agent's responsibilities to assure that there is in place an effective system of controls reasonably designed to:
 - Safeguard the assets and revenues of the corporations.
 - Assure the integrity of the financial statements of the corporations by ensuring all operating and reserve expenditures have been appropriately recorded and effectively presented to the corporate boards.
 - Maintain compliance with the ethical standards, policies, plans, and procedures of the four corporations and with all applicable laws and regulations.

MEMBERSHIP is determined by the Corporate Presidents, subject to approval by the respective boards. The Task Force shall be comprised of one representative from each corporation and one at-large member, who will either be the GRF President or the GRF Treasurer, with audit or financial expertise. The Task Force members shall appoint a chair.

DUTIES AND RESPONSIBILITIES

The Select Audit Task Force shall:

1. Meet as often as it determines is necessary to accomplish its duties and responsibilities.
2. Direct the preparation of Requests for Proposal for the annual audits of the financial statements of the Laguna Woods Village Corporations and ~~determine~~ **recommend** firm to be engaged.
3. Recommend the scope of any additional audit activities not already provided for in corporations' budgets as deemed necessary and appropriate.
4. Have oversight of the selected accounting firm engaged for the annual audit of the four Laguna Woods Village Corporations and the engaged audit firm shall report directly to the Select Audit Task Force.
5. Ensure the engaged audit firm submits to the Task Force annually a formal written statement delineating all relationships between the audit firm and the managing agent including its subsidiaries.
6. Receive from auditors any concerns regarding accounting, internal controls or audit matters, including the confidential anonymous submission by any managing agent employee regarding questionable accounting or auditing matters.

7. Discuss with the managing agent and the engaged auditor any disagreements regarding the financial reporting, audit problems or difficulties, and the agent's response thereto.
8. Review and discuss with the managing agent and the auditors, the audit reports for each corporation, in respect to any significant accounting financial reporting policies, issues or judgments made in connection with preparation or audit of each of the Village corporation's financial statements and other financial or informational reports provided to the Village corporate boards.
9. Recommend to the Village Corporation Finance Committees any appropriate action in connection with the audit reports received, reviewed and discussed.
10. Annually review the Task Force Charter and propose any changes deemed appropriate by the Task Force to the Village Boards for approval.
11. Perform such other tasks as are assigned by the Laguna Woods Village Boards.

RESOLVED FURTHER, that Resolution 03-15-10 adopted January 20, 2015, is hereby superseded and cancelled.

NEW BUSINESS

Director McRae read a proposed resolution approving to single source Inspector of Elections to Martin and Chapman. Director Tao moved to approve the resolution. Director McRae seconded the motion and discussion ensued.

By a vote of 9-0-1 the motion carried, and the Board adopted the following resolution as written:

RESOLUTION 03-15-20

Approve Inspector of Election Services to Martin and Chapman

RESOLVED, February 17, 2015, that due to Martin and Chapman's agreement to conform to the criteria established in the specifications as an Inspector of Election, carrying the proper insurance, and its familiarity with the Community, the Board of Directors of this Corporation hereby approves to single-source the contract to Martin and Chapman to perform the Inspectors of Election services for the 2015 Director Election; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

COMMITTEE REPORTS CONTINUED

Director Wei-Ming Tao gave the Finance Committee Report, and commented on the Resale & Lease Activities.

Director McRae read a proposed resolution approving deactivation of cable service when the Board approves an assessment lien for failure to pay assessments, interest, late fee and/or administrative collection fee. Director McRae moved to approve the resolution. Director Tao seconded the motion and discussion ensued.

By a vote of 9-0-0 (Director Carpenter was absent for the vote) the motion carried, and the Board adopted the following resolution as written:

RESOLUTION 03-15-21

Deactivation of Cable Service at a Delinquent Member's Unit, when the Board Approves an Assessment Lien

WHEREAS, Third Laguna Hills Mutual desires to strengthen delinquency collection procedures; and

WHEREAS, the Collection and Lien Enforcement Policy And Procedures For Assessment Delinquencies states "Failure to pay the assessments or failure to pay interest, a late fee, and/or the Administrative Collection Fee may also result in suspension of Membership in and the ability to use the facilities or services provided by the Golden Rain Foundation of Laguna Woods or by this Mutual"; and

WHEREAS, the GRF Board adopted Resolution 90-15-09 which authorizes GRF, at the request of the Mutual, to take disciplinary or suspension action against a Mutual Member which includes, but is not limited to, the suspension of the Mutual Member's right to use the cable TV system; and

NOW THEREFORE BE IT RESOLVED, on February 17, 2015, that the Board of Directors hereby approves deactivation of cable service at a delinquent member's unit, when the Board approves an assessment lien, except when a member's payment plan is approved by the Board and remains current; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director James Tung reported from the Landscape Committee.

The Board discussed '3398-P Request for Tree Removal, at the Mutual's Expense.

The Board agreed to wait for Mr. Kurt Rahn to enter the meeting to answer questions of the Board before voting on the request.

Director Rosemarie di Lorenzo Dickins reported from the Maintenance and Construction Committee.

Director McRae read a proposed resolution to authorize 15 water conservation plumbing inspections with an appropriation of \$3,750 from the Unappropriated Expenditures Fund. Director McRae moved to approve the resolution. Director Tung seconded the motion and discussion ensued.

By a vote of 10-0-0 the motion carried, and the Board adopted the following resolution as written:

RESOLUTION 03-15-22

2015 Water Conservation Plumbing Inspections

WHEREAS, in response to water shortages in Southern California and increases in tiered water usage rates the Board of Directors of this Corporation created a water conservation pilot program; and

WHEREAS, the Third Mutual Water Conservation Ad Hoc Committee recommends performing plumbing inspections to determine if there is a pattern to the cause of the high water use; and

NOW THEREFORE BE IT RESOLVED, February 17, 2015, the Board of Directors of this Corporation hereby authorizes staff to coordinate with an outside service contractor to perform 15 electronic plumbing leak inspections where meters register in the top tier 3 and 4 for water use and where water meter locations service buildings with 4 units or less, at an estimated cost of \$3,750, to be funded from the Unappropriated Expenditures Fund; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director McRae read a proposed resolution to approve the 2015 Water Conservation Pilot Project as an unbudgeted operating expense of \$30,000 in General Maintenance. Director McRae moved to approve the resolution. Director Tung seconded the motion and discussion ensued.

By a vote of 9-0-0 (Director Gros was absent for the vote) the motion carried, and the Board adopted the following resolution as written:

RESOLUTION 03-15-23

2015 Water Conservation Pilot Project

WHEREAS, the Third Mutual Maintenance and Construction Committee and the Third Mutual Finance Committee are recommending the Board approve a Water Conservation Pilot Project as presented by Director James Tung;

NOW THEREFORE BE IT RESOLVED, February 17, 2015, the Board of Directors of this Corporation hereby approves an initial appropriation of \$30,000 for a Water Conservation Pilot Project as presented in the attached proposal, to be funded as an unbudgeted operating expense in General Maintenance; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director McRae read a proposed resolution to approve 2015 reserve modifications. Director McRae moved to approve the resolution. Director Tao seconded the motion and discussion ensued.

By a vote of 10-0-0 the motion carried, and the Board adopted the following resolution as written:

RESOLUTION 03-15-24

LH21 Building Dry Rot and 2015 Reserve Modifications

WHEREAS, during the exterior prior to paint programs, dry rot damage was discovered in beams at LH21 buildings, high priority buildings have been addressed and 16 buildings are remaining that need repair; and

WHEREAS, the Third Laguna Hills Mutual Board of Directors approved their 2015 Reserve Plan on September 16, 2014 that includes several components; and

WHEREAS, the Third Laguna Hills Mutual Maintenance and Construction Committee and Finance Committee have recommended placing limits on the 2015 reserve expenditures plan;

NOW THEREFORE BE IT RESOLVED, February 17, 2015, the Board of Directors of this Corporation hereby authorizes placing the following limits on the approved 2015 reserve expenditure plan for a total of (\$1,712,685) as listed below:

2015 Reserve Item	Proposed Reserve Item 2015 Limit	2015 Reserve Item Reduction
Alarm Systems	\$305,000	(\$400,000)

Building Structures ¹	\$1,546,653	(\$150,000)
Cool Roof Replacements	\$365,630	(\$540,005)
Tile Roof Replacements	\$378,900	(\$188,742)
Elevators	\$343,912	(\$200,000)
Paving	\$0	(\$233,938)

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director Ray Gros left the meeting at 11:15 AM.

Director McRae read a proposed resolution to approve the RFP for Third Mutual 2011/2012 Mid Cycle Dry Rot Repairs, as required per the Delegation of Actions and Commitments. Director McRae moved to approve the resolution. Director Tao seconded the motion and discussion ensued.

By a vote of 8-1-0 the motion carried, and the Board adopted the following resolution as corrected:

RESOLUTION 03-15-25

2011/2012 Mid Cycle Wood Rot Repairs

WHEREAS, Third Laguna Hills Mutual appropriated \$1,111,000 from the Unappropriated Expenditures Fund to perform wood rot repairs identified in the mid-cycle wood rot inspections conducted in 2011 and in 2012; and

WHEREAS, pursuant to Resolution 03-15-09 - Delegation of Actions and Commitments (Operation Procedures), a Specification for Material and Work for the wood rot repairs was prepared for the Maintenance and Construction Committee's approval (Operation Procedure Step 4.2); and

WHEREAS, the RFP process will begin with the approved specification for Material and Work (Operation Procedure Step 5.2) in the interest of expediting the project, and staff has prepared the RFP (Operation Procedure Step 6) for approval;

NOW THEREFORE BE IT RESOLVED, February 17, 2015, the Board of Directors of this Corporation hereby approves the attached RFP **as corrected** for Third Mutual 2011/2012 Mid Cycle Dry Rot Repairs, as required per the Delegation of Actions and Commitments (Operation Procedures); and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Mr. Kurt Rahn entered the meeting at 11:20 AM.

The Board discussed further '3398-P Request for Tree Removal, at the Mutual's Expense'. Mr. Rahn answered questions from the Board.

Director Troutman moved to approve the request of 3398-P for Tree Removal, at the Mutual's Expense. Director Perak seconded the motion. By a vote of 4-5-0 the motion failed and the request was denied.

Mr. Kurt Rahn left the meeting at 11:35 AM.

Director McRae read a proposed resolution to approve \$5,465 to remove the existing conduit for the fire alarm system from Building 4014, and to patch and paint the stucco, to be funded from the 2015 Fire Alarm System Reserve Plan. Director McRae moved to approve the resolution. Director di Lorenzo-Dickins seconded the motion and discussion ensued.

Without objection, the Board agreed to remove "due to aesthetic concerns" and add the word "inoperative" in the first Whereas.

By a vote of 9-0-0 the motion carried, and the Board adopted the following resolution as amended:

RESOLUTION 03-15-26

Building 4014 Fire Alarm System Revision

WHEREAS, the Third Mutual Maintenance and Construction Committee is recommending to the Board to approve the removal of the existing ***inoperative*** conduit for the fire alarm system ~~due to aesthetic concerns~~;

NOW THEREFORE BE IT RESOLVED, February 17, 2015, the Board of Directors of this Corporation hereby approves removing the existing conduit for the fire alarm system from Building 4014, and to patch and paint the stucco, at a cost of \$5,465 to be funded from the 2015 Fire Alarm System Reserve Plan; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director McRae read a proposed resolution to approve adding the color White High-Hiding as an optional entry door color for color pallet numbers 1, 3, and 4. Director di Lorenzo-Dickins moved to approve the resolution. Director Tao seconded the motion and discussion ensued.

By a vote of 9-0-0 the motion carried, and the Board adopted the following resolution as written:

RESOLUTION 03-15-27

**Exterior Paint Color Combination Options
for Single and Two-story Buildings**

RESOLVED, February 17, 2015, that the Board of Directors of this Corporation hereby approves the following paint color combination options as recommended by the Exterior Paint Colors Ad Hoc Committee:

OPTION ONE

- | | |
|-----------------------------------|---------------------------------|
| ○ Body | Lexington Park |
| ○ Trim/Fascia | White High-Hiding |
| ○ Popouts/Entry Door/Accent Walls | Khaki Green |
| ○ Entry Door Option | Krimson Lake |
| | <i>White High-Hiding</i> |

OPTION TWO

Not Available

OPTION THREE

- | | |
|-----------------------------------|---------------------------------|
| ○ Body | Basic Khaki |
| ○ Trim/Fascia | White High-Hiding |
| ○ Popouts/Entry Door/Accent Walls | Wooddruff |
| ○ Entry Door Option | Chocolate Kiss |
| | <i>White High-Hiding</i> |

OPTION FOUR

- | | |
|-----------------------------------|---------------------------------|
| ○ Body | Shadow Box |
| ○ Trim/Fascia | White High-Hiding |
| ○ Popouts/Entry Door/Accent Walls | Taupewood |
| ○ Entry Door Option | Grapevine |
| | <i>White High-Hiding</i> |

OPTION FIVE

- | | |
|-----------------------------------|-----------------|
| ○ Body | Barrister White |
| ○ Trim/Fascia | Onionskin Tan |
| ○ Popouts/Entry Door/Accent Walls | Brazil Nut |
| ○ Entry Door Option | Pedulium |

OPTION SIX

- | | |
|-----------------------------------|--------------------|
| ○ Body | Contemporary White |
| ○ Trim/Fascia | Wrightstone |
| ○ Popouts/Entry Door/Accent Walls | Obelisk |
| ○ Entry Door Option | Krimson Lake |

OPTION SEVEN

- | | |
|-----------------------------------|---------------------|
| ○ Body | Basic Khaki |
| ○ Trim/Fascia | Antique Photographs |
| ○ Popouts/Entry Door/Accent Walls | Brownington Court |
| ○ Entry Door Option | Tarragon Glory |

OPTION EIGHT

Deleted 12/16/14

- | | |
|--|----------------------------|
| ○ Body | Highland Plains |
| ○ Trim/Fascia | Brown Study |
| ○ Popouts/Entry Door/Accent Walls | Crème Brulee |
| ○ Entry Door Option | Tarragon Glory |

OPTION NINE

- | | |
|-----------------------------------|----------------|
| ○ Body | Legend Tan |
| ○ Trim/Fascia | Turret Brown |
| ○ Popouts/Entry Door/Accent Walls | Brushwood |
| ○ Entry Door Option | Chocolate Kiss |

OPTION TEN

- | | |
|-----------------------------------|-------------------|
| ○ Body | White High-Hiding |
| ○ Trim/Fascia | Night Sky |
| ○ Popouts/Entry Door/Accent Walls | White High-Hiding |
| ○ Entry Door Option | Krimson Lake |

OPTION ELEVEN

- | | |
|-----------------------------------|-------------------|
| ○ Body | White High-Hiding |
| ○ Trim/Fascia | Shadow Box |
| ○ Popouts/Entry Door/Accent Walls | Taupewood |
| ○ Entry Door Option | Gapevine Wreath |

RESOLVED FURTHER, that such color combination options shall be the only paint colors approved for use on the Mutual's building exteriors, during the execution of the Mutual's Exterior Paint Program; and

RESOLVED FURTHER, that Members residing at each building shall select by majority vote, the Color Group Option for their building from the Board approved Color Options, and

RESOLVED FURTHER, that Resolution 03-15-12, adopted January 20, 2015 is hereby superseded and cancelled; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution as written.

Director di Lorenzo-Dickins moved to approve David Finley as an Advisor on the Maintenance and Construction Committee. Director Tao seconded the motion. By a vote of 8-0-1 the motion carried.

Director Tung reported from the Water Subcommittee.

Director Moldow reported from the Energy Committee.

Mr. Steven Leonard, Chair of the Electric Car Charging Station Subcommittee, updated the Board on the Subcommittee's findings of the carports with regard to electrical outlets and panels.

Director Perak reported from the Communications Committee.

Director Ray Gros reentered the meeting at 12:10 PM.

Director Perak moved to approve Donna Dwaaleebe as an Advisor on the Communications Committee. Director Troutman seconded the motion. By a vote of 9-0-1 the motion carried.

GRF COMMITTEE HIGHLIGHTS

GRF Committee highlights were given.

DIRECTORS' COMMENTS

The Directors made their final comments.

ADDITIONAL MEMBER COMMENTS

Members made additional comments.

The Board recessed at 12:30 PM. and reconvened into Executive Session at 1:25 PM.

Summary of Previous Closed Session Meetings per Civil Code Section §4935

During its January 20, 2015 Regular Executive Session Board Meeting, the Board approved the December 16, 2014 Regular Executive Session minutes and the January 7, 2015 Special Executive Session minutes as amended. The Board heard two disciplinary hearings and imposed \$450 in fines for violations of the Mutual's rules and regulations; heard sixteen Common Area Damage Reimbursement Hearings; discussed other member disciplinary matters; approved one Assessment Debt Write-off; approved two Recording Notice for

Defaults; held one Meet and Confer; discussed Delinquent Assessments Collections; heard an update on the United Mutual Probate Petition; discussed membership and resale matters; and discussed legal matters.

With no further business before the Board of Directors, the meeting was adjourned at 5:00 PM.

John McRae, Secretary

PROPOSAL FOR WATER CONSERVATION PROJECT

1. To distribute the blue tabs for the top 15 Tier 3 and 4 homeowners.
2. If there is toilet leaks, go to step 2a, if not go to 2b

2a. using United mutual method, install a new toilet and the labor is \$79.00 per installation.

2b. proceed to have PCM to investigate where the leaks are. \$ 250.00 per manor. Once the leaks are found, to fix will cost \$2500.00 for the leaks.

If we assume there are five toilet leaks. The overall cost is $79 \times 5 = 395$.

If we further assume 10 manors with leaks, and the total cost to fix them will be $(2500 + 250) \times 10 = 27500.00$

So to kick off this project, we propose an initial appropriation of \$30,000.00 for the top 15 Tier 3 and 4 homes in gate 11.

This is within Wei-Ming that since we waste more than \$100,000.00 each year on the Tier 3 and 4 water bill.

There is existing letter for inspection resident house.

Also El Toro is working on an improved form for resident to request more persons in a manor.

SPECIFICATIONS FOR MATERIAL AND WORK SUMMARY

- 1.1. Contractor to provide all labor, materials, equipment, constant and continuous onsite supervision and transportation necessary to provide the Services outlined in this Contract. All Services to be scheduled as detailed in this Contract or with Corporation representative.
- 1.2. Contractor will supply and install services to repair dry rot as outlined below (Project).

PROJECT LOCATION

- 1.3. Contractor will carry out all Services at the following locations within Laguna Woods Village, Laguna Woods, CA 92637:

2011				2012			
No.	BLDG.	CDS	STREET	No.	BLDG.	CDS	STREET
1	B-2245	226	VIA MARIPOSA EAST	1	B-2166	215	VIA PUERTA
2	B-2246	226	VIA MARIPOSA EAST	2	B-2167	215	VIA PUERTA
3	B-2247	226	VIA MARIPOSA EAST	3	B-2168	215	VIA PUERTA
4	B-2248	226	VIA MARIPOSA EAST	4	B-2169	215	VIA PUERTA
5	B-2249	226	VIA MARIPOSA EAST	5	B-2170	215	VIA PUERTA
6	B-2250	226	VIA MARIPOSA EAST	6	B-2174	206	VIA MARIPOSA EAST
7	B-2251	226	VIA MARIPOSA EAST	7	B-2176	217	VIA PUERTA
8	B-3236	329	SAN AMADEO	8	B-2179	217	VIA PUERTA
9	B-3237	329	SAN AMADEO	9	B-2180	217	VIA PUERTA
10	B-3238	329	SAN AMADEO	10	B-2192	206	VIA MARIPOSA EAST
11	B-3239	329	SAN AMADEO	11	B-2194	206	VIA MARIPOSA EAST
12	B-3240	329	SAN AMADEO	12	B-2195	206	VIA MARIPOSA EAST
13	B-3503	354	BAHIA BLANCA WEST	13	B-2196	206	VIA MARIPOSA EAST
14	B-3504	354	BAHIA BLANCA WEST	14	B-2197	206	VIA MARIPOSA EAST
15	B-3505	354	BAHIA BLANCA WEST	15	B-2198	206	VIA MARIPOSA EAST
16	B-3506	354	BAHIA BLANCA WEST	16	B-2200	206	VIA MARIPOSA EAST
17	B-3507	354	BAHIA BLANCA WEST	17	B-2201	206	VIA MARIPOSA EAST
18	B-3508	354	BAHIA BLANCA WEST	18	B-2202	206	VIA MARIPOSA EAST
19	B-3510	354	BAHIA BLANCA WEST	19	B-2204	206	VIA MARIPOSA EAST
20	B-3511	354	BAHIA BLANCA WEST	20	B-2205	206	VIA MARIPOSA EAST
21	B-5465	374	PASEO DEL LAGO	21	B-2206	206	VIA MARIPOSA EAST
22	B-5468	374	PASEO DEL LAGO	22	B-3232	N/A	SAN AMADEO
23	B-5469	374	PASEO DEL LAGO	23	B-3233	N/A	SAN AMADEO
24	B-5470	374	PASEO DEL LAGO	24	B-3235	N/A	SAN AMADEO
25	B-5472	373	PASEO DEL LAGO	25	B-3512	355	BAHIA BLANCA
26	B-5473	373	PASEO DEL LAGO	26	B-3513	355	BAHIA BLANCA
27	B-5474	375	PASEO DEL LAGO	27	B-3514	355	BAHIA BLANCA
28	B-5475	375	PASEO DEL LAGO	28	B-3516	355	BAHIA BLANCA
29	B-5476	375	PASEO DEL LAGO	29	B-3517	356	BAHIA BLANCA
30	B-5477	375	PASEO DEL LAGO	30	B-3518	356	BAHIA BLANCA
31	B-5478	361	PASEO DEL LAGO	31	B-3519	356	BAHIA BLANCA
32	B-5479	361	PASEO DEL LAGO	32	B-3520	356	BAHIA BLANCA

33	B-5480	361	PASEO DEL LAGO	33	B-3521	356	BAHIA BLANCA
34	B-5481	361	PASEO DEL LAGO	34	B-3523	356	BAHIA BLANCA
35	B-5482	361	PASEO DEL LAGO	35	B-3524	356	BAHIA BLANCA
36	B-5483	361	PASEO DEL LAGO	36	B-3525	356	BAHIA BLANCA
37	B-5484	361	PASEO DEL LAGO	37	B-3526	356	BAHIA BLANCA
38	B-5485	362	PASEO DEL LAGO	38	B-3527	356	BAHIA BLANCA
39	B-5486	362	PASEO DEL LAGO	39	B-3528	357	MONTE HERMOSO
40	B-5487	362	PASEO DEL LAGO	40	B-3531	357	MONTE HERMOSO
41	B-5488	362	PASEO DEL LAGO	41	B-3532	357	MONTE HERMOSO
42	B-5489	362	PASEO DEL LAGO	42	B-5520	N/A	VIA LA MESA
43	B-5490	362	PASEO DEL LAGO	43	B-5521	N/A	VIA LA MESA
44	B-5491	369	PASEO DEL LAGO	44	B-5522	N/A	VIA LA MESA
45	B-5492	369	PASEO DEL LAGO	45	B-5524	N/A	VIA LA MESA
46	B-5493	369	PASEO DEL LAGO	46	B-5525	N/A	VIA LA MESA
47	B-5494	369	PASEO DEL LAGO	47	B-5527	N/A	VIA LA MESA
48	B-5495	368	PASEO DEL LAGO	48	B-5528	N/A	VIA LA MESA
49	B-5496	368	PASEO DEL LAGO	49	B-5529	N/A	VIA LA MESA
50	B-5497	368	PASEO DEL LAGO	50	B-5530	N/A	VIA LA MESA
51	B-5498	368	PASEO DEL LAGO	51	B-5532	N/A	VIA LA MESA
52	B-5501	366	PASEO DEL LAGO	52	B-5533	N/A	VIA LA MESA
53	B-5502	366	PASEO DEL LAGO	53	B-5534	N/A	VIA LA MESA
54	B-5503	366	PASEO DEL LAGO	54	B-5535	N/A	VIA LA MESA
55	B-5504	365	PASEO DEL LAGO	55	B-5536	N/A	VIA LA MESA
56	B-5505	365	PASEO DEL LAGO	56	B-5537	N/A	VIA LA MESA
57	B-5506	365	PASEO DEL LAGO	57	B-5538	N/A	VIA LA MESA
58	B-5507	365	PASEO DEL LAGO	58	B-5541	N/A	AVENIDA SOSIEGA
59	B-5508	365	PASEO DEL LAGO	59	B-5542	N/A	AVENIDA SOSIEGA
60	B-5509	364	PASEO DEL LAGO	60	B-5543	N/A	AVENIDA SOSIEGA
61	B-5512	364	PASEO DEL LAGO	61	B-5546	N/A	RAYO DEL SOL
62	B-5513	363	PASEO DEL LAGO	62	B-5550	N/A	RAYO DEL SOL
63	B-5514	363	PASEO DEL LAGO	63	B-5551	N/A	RAYO DEL SOL
64	B-5516	363	PASEO DEL LAGO	64	B-5553	N/A	RAYO DEL SOL
65	L-233	226	VIA MARIPOSA EAST	65	B-5554	N/A	RAYO DEL SOL
				66	B-5563	N/A	VIA PORTORA
				67	B-5565	N/A	VIA PORTORA
				68	B-5566	N/A	VIA PORTORA
				69	B-5575	N/A	LUZ DEL SOL
				70	B-5576	N/A	LUZ DEL SOL
				71	B-5577	N/A	LUZ DEL SOL
				72	B-5578	N/A	LUZ DEL SOL
				73	B-5580	N/A	VIA DICHA
				74	B-5581	N/A	VIA DICHA
				75	B-5582	N/A	VIA DICHA
				76	B-5583	N/A	VIA DICHA
				77	B-5585	N/A	VIA DICHA
				78	B-5586	N/A	VIA DICHA
				79	B-5591	N/A	AVENIDA SOSIEGA
				80	B-5595	N/A	AVENIDA SOSIEGA
				81	B-5597	N/A	VISTA DEL MANDO

	82	L-221	206	VIA MARIPOSA EAST
	83	L-222	217	VIA PUERTA
	84	L-224	206	VIA MARIPOSA EAST
	85	L-227	206	VIA MARIPOSA EAST

Table 1 Buildings list

PROJECT DOCUMENTS

1.4. Contractor shall perform manor repairs in accordance with the following documents plans, drawings, details and specifications (Project):

- a. Structural plans, drawings, details and specifications by JS. Dyer & Associates, R.S.E S002774 and Bickel Group Architecture C-20925, dated 11-21-14, Project No 14580 as follows:

SHEET	DESCRIPTION	BUILDING	CDS	STREET	YEAR
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2166	215	VIA PUERTA	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2167	215	VIA PUERTA	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2168	215	VIA PUERTA	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2169	215	VIA PUERTA	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2170	215	VIA PUERTA	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2174	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2180	217	VIA PUERTA	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2194	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2196	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2197	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2198	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2201	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2202	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2204	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2206	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2246	226	VIA MARIPOSA EAST	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2247	226	VIA MARIPOSA EAST	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2249	226	VIA MARIPOSA EAST	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-2251	226	VIA MARIPOSA EAST	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3232	N/A	SAN AMADEO	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3233	N/A	SAN AMADEO	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3235	N/A	SAN AMADEO	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3236	329	SAN AMADEO	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3238	329	SAN AMADEO	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3239	329	SAN AMADEO	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3240	329	SAN AMADEO	2011

A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3512	355	BAHIA BLANCA WEST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3513	355	BAHIA BLANCA WEST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3520	356	BAHIA BLANCA WEST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3521	356	BAHIA BLANCA WEST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-3523	356	BAHIA BLANCA WEST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5472	373	PASEO DEL LAGO	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5476	375	PASEO DEL LAGO	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5479	361	PASEO DEL LAGO	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5482	361	PASEO DEL LAGO	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5497	368	PASEO DEL LAGO	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5498	368	PASEO DEL LAGO	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5503	366	PASEO DEL LAGO	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5506	365	PASEO DEL LAGO	2011
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5533	N/A	VIA LA MESA	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5535	N/A	VIA LA MESA	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5537	N/A	VIA LA MESA	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	B-5543	N/A	AVENIDA SOSIEGA	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	L-221	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	L-222	217	VIA PUERTA	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	L-224	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	L-227	206	VIA MARIPOSA EAST	2012
A-0.0	LAGUNA WOODS VILLAGE - REPAIRS	L-233	226	VIA MARIPOSA EAST	2011

Table 2

- b. Specifications Manual, titled "PROJECT MANUAL FOR THE DRY ROT REPAIRS AT LAGUNA WOODS VILLAGE, LAGUNA WOODS, CA, dated January 26, 2015, prepared by Bickel Group Architected, Project Number 14580.
- c. Inspection Reports, sketches and photographs prepared by SDC Engineering, with various dates, denoting both structural repairs and architectural repairs, table 1 above.
- d. Paint specifications to be sent under a different cover.
- e. Where drawings refer to Owner, Architect, Agency, Permittee, Engineer, Geologist, Designer, Insurance Company, City or County, Contractor will replace with and/or include "Corporation representative".
- f. Contractor is responsible to remove and replace those portions of the building elements shown on the plans with the exception of the roof materials and roof repairs. Contractor shall coordinate with Corporation representative to have Corporation's roofing contractor remove and replace the roof and roof materials. Contractor is responsible to provide weather proof protection to the building structure throughout construction including when the roof is open.

- g. After demolition or removal of elements shown on plans, should the Contractor discover wood rot damage that was not indicated on the plans, Contractor shall meet with Corporation representative to determine the extent of newly exposed wood rot damage and determine the extent of the additional repair required (if any). Should additional repairs be required, Contractor shall photograph the extent of the uncovered wood rot damage prior to proceeding with repairs and submit these photographs (digitally) with Contractor's final invoice. Photographs and invoices shall be provided individually for each manor.
- h. Contractor shall finish all new surfaces including but not limited to prime, paint, stucco, and texture, to match existing finish and color. Where plans call for 15 lb. felt barrier, Contractor shall upgrade to 30 lb. felt. Contractor may use an alternate barrier material if pre-approved by the Corporation representative in writing.
- i. Stucco shall be replaced with new 30 lb. felt, wire lath, brown coat and stucco to match the existing wall finish and color.
- j. All new wood elements and steel elements shall be treated (i.e. coated, primed, etc.) on all sides prior to installation.
- k. Where decking is replaced, Contractor shall provide Life Deck "Macoat" System Deck Coat over new decking to match existing deck coating and shall coordinate final finish pattern and start/stop location with the Corporation representative.
- l. Contractor shall provide all shoring as shown on plans, scaffolding, and any other equipment necessary to facilitate repairs.
- m. Corporation shall coordinate with manor owners when the temporary removal of non-standard building alterations is required in order to facilitate the necessary repairs. Alterations include but are not limited to, patio covers, and window awnings. Contractor shall notify Corporation representative at least ten (10) working days prior to commencing Services of those manors that will require alterations to be removed.
- n. Contractor shall be responsible to insure the safety of pedestrian and vehicular traffic during construction.
- o. Contractor is required to maintain access to all manors during repairs. Should manor access be interrupted Contractor shall endeavor to restore access as quickly as possible and on the same day as the repair. Where access is restricted, Contractor shall notify Corporation representative and manor occupant(s) at least 24 hours prior to beginning repair.
- p. Contractor is required to issue written notifications to each manor owner no less than two (2) weeks in advance, advising the manor owner as to when construction activities will commence on their property.

WORK STANDARDS

- 1.5. All services, designs, specifications, and materials shall comply with the most recent applicable editions of the 2013 California Building Code, 2013 California Electrical Code, 2013 California Plumbing and Mechanical Codes, 2013 California Green Building Code, 2013 California Fire Codes, OSHA and/or CAL-OSHA, EPA Lead Paint Rules and all local, state, and federal codes or ordinances as adopted by the City of Laguna Woods and/or other authorities having jurisdiction.

PROJECT GENERAL CONDITIONS

- 1.6. Contractor shall have a full time English-speaking Job Superintendent with authority to act on the Contractor's behalf and shall be on-site at all times when sub-contractors are present and/or construction activities are taking place. The Superintendent will coordinate work activities with the Corporation Representative and attend weekly meetings to review project conditions and schedules including, but not limited to, the daily work activity plans, areas to be barricaded, and notification of employees as to safety and keep-out areas. Superintendent will be available by mobile phone
- 1.7. No change orders will be authorized or approved unless the Corporation representative specifically requests the scope covered by the change order be added to the Services. Change orders must be documented to Corporation representative no later than 2 days after discovery. All change orders not meeting the timeline shall be considered a no cost change to the Contract unless Corporation's consultant has caused the Contractor to miss the timeline. Special circumstances approved by Corporation representative in writing may extend the 2 day limit.
- 1.8. Contractor shall confirm any Project questions through the Corporation representative using a request for information (RFI) procedure.
- 1.9. Prior to ordering equipment or materials, Contractor shall provide required material and/or shop drawing submittals to Corporation representative and Engineer or Record for approval.
- 1.10. Contractor shall bid all specified products, even if plans and/or specifications indicate an equivalent product is acceptable.
- 1.11. Contractor will be responsible to provide and pay for their own temporary power, utilities, phone lines, dumpsters, unless Corporation representative approves site utility usage. Under no circumstances is it permitted to dispose of waste in the community's trash receptacles.
- 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 and/or pollutants entering the storm drainage systems including any fines or fees assessed for non-compliance.
- 1.13. Contractor will 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.
- 1.14. Should plans, details and/or specifications conflict, the more stringent specification or detail

shall apply unless otherwise approved in writing by the Corporation representative.

- 1.15. Contractor must field verify site conditions and dimensions prior to ordering materials.
- 1.16. Application for, and obtaining permits shall be the responsibility of the Contractor. Fees shall be paid by Contractor but will be reimbursed by Corporation after submittal of receipt. Contractor shall:
 - a. Fill out the City of Laguna Woods permit documents.
 - b. Post permit(s) on job site.
 - c. Deliver signed permit to Corporation representative at completion.
- 1.17. Contractor shall provide Corporation representative status of permit issuance. Any change to the plans required by any agency prior to permit issuance will be communicated to the Corporation representative.
- 1.18. Contractor will 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 without notifying Dig Alert is the sole responsibility of the Contractor.
- 1.19. Contractor shall repair or replace any irrigation lines, heads or valves damaged from construction activities (staging, construction or mobilization). All material shall match the type, size and manufacture of the existing.
- 1.20. Corporation representative shall approve an area or areas that can be used for staging of equipment and/or materials. Including parking and break areas for company or company related vehicles.
- 1.21. Contractor shall submit to Corporation representative for approval a construction schedule at the time of bid. Contractor must be complete no later than December 31, 2015. Contractor shall include a reasonable amount of weather delay days in their schedule. Any changes to the schedule must be pre-approved by the Corporation representative. Contractor shall provide monthly progress reports. Failure to complete the work on or before the agreed contract date, will be subject to a \$100.00 (One hundred 00/100 dollars) daily penalty ending on the date of completion; unless the delay is a result from out-of-scope work that has been authorized and documented properly by the corporations representative.
- 1.22. After commencement of Services, Contractor will keep the crew working continuously until the construction is complete and inspected by the Corporation representative. Contractor shall maintain and clean site at all times,
- 1.23. Contractor shall coordinate with the Corporate Representative should a deputy inspector be required, the Corporation will provide and pay for same.
- 1.24. 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.

- 1.25. Contractor's personnel and subcontractors shall, at all times, extend and exhibit a courteous demeanor to residents, refrain from using profanity, abusive or loud language, wear shirts and will not play loud audio devices.
- 1.26. 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.
- 1.27. 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 Corporation representative.
- 1.28. Contractor shall install temporary fencing consisting of 6 foot high chain link fence and green screening on steel posts. Fence shall have an entry gate secured with a lock and the Contractor shall provide Corporation representative with a key.
- 1.29. Contractor is responsible for all deposits, bonds or others costs that will be reimbursed to the Contractor or are required for the Contractor to conduct business as required by the City of Laguna Woods and/or other authorities having jurisdiction. None of these costs will be reimbursed by the Corporation.
- 1.30. Contractor has included sufficient funds to allow Contractor to comply with all applicable local, state, and federal laws or regulations governing the Services to be provided.
- 1.31. Contractor must supply lien releases from Contractor, all subcontractors and all suppliers for every invoice.
- 1.32. All invoices must be submitted in American Institute of Architects (AIA) 30 days prior to the payment date. All invoices for property improvements must be accompanied by lien releases for Contractor, and all the Contractor's subcontractors and suppliers. Joint checks will be issued and are subject to a 10% retention, payable thirty days after final completion and acceptance. Progress payments or payment for equipment or material not in place on the property shall not be considered acceptance of any Services performed, the Services subject to final inspection and approval by Corporation representative. Invoices shall be paid upon receipt of an accurate and approved invoice, and upon completion of work. Contractor shall set forth on each invoice the following: a) contract number, b) contractors invoice number, c) description of work performed. Until corporation receives the invoices containing these requirements no prompt payment time limits shall commence. In no event shall the Corporation be liable for interest or other late payment change resulting from changes required for invoices to comply.
- 1.33. Contractor shall provide a close out package to the Corporation representative at Project completion. Package shall include but not be limited to; as-built plans, signed final permit card, engineer's daily log, approved submittals and manuals.
- 1.34. Contractor's hours of Services within Laguna Woods Village are 7:00 a.m. to 5:00 p.m. weekdays only, unless approved by Corporation representative. Contractor is responsible to clean up materials, equipment, debris and rubbish and safely secure the Project area each night before leaving the Community. When possible, Contractor will keep areas that residents

have access to, clear and accessible and use Corporation approved barricades and delineators when necessary.

- 1.35. Contractor shall protect in place all surrounding areas including but not limited to the existing landscaping, cart paths, existing utilities, and trees and buildings. Damage to surrounding areas during construction shall be repaired at the Contractor's expense. Any existing damage must be documented or photographed and shown to the Corporation representative during pre-construction walk-through.
- 1.36. Contractor hereby warrants and guarantees to Corporation that all Services will be performed in a professional and workmanlike manner and free defects. Contractor agrees to promptly correct any defective materials and/or unsatisfactory workmanship. Contractor guarantees their Services (labor, equipment and materials) for a minimum of one year from date of final permit sign-off by the City of Laguna Woods inspector.
- 1.37. Contractor shall provide one invoice for each manor. For those manors that require additional Services, Contractor shall be required to provide time card back-up signed by Contractor's supervisor and itemized material/supplies required for each manor, and the photographs of the additional pre-approved Services taken prior to commencing the pre-approved Services.
- 1.38. The corporation and contractor waive all rights against each other and any of their subcontractors, agents, and employees and companies involved in the project, for damages caused by fire or other causes of loss to the extent covered by property insurance.

BID SHEET

- 1.39. The Corporation reserves the right to make an award with or without negotiations. Only those proposers who are determined to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process.
- 1.40. The Corporation reserves the right to award the work to one or more contractors unless the Vendor specifies otherwise in the proposal.
- 1.41. Contractor shall complete the bid sheet below:

2011					2012						
No.	BLDG.	CDS	STREET		COST	No.	BLDG.	CDS	STREET		COST
1	B-2245	226	VIA	MARIPOSA		1	B-2166	215	VIA	PUERTA	
2	B-2246	226	VIA	MARIPOSA		2	B-2167	215	VIA	PUERTA	
3	B-2247	226	VIA	MARIPOSA		3	B-2168	215	VIA	PUERTA	
4	B-2248	226	VIA	MARIPOSA		4	B-2169	215	VIA	PUERTA	
5	B-2249	226	VIA	MARIPOSA		5	B-2170	215	VIA	PUERTA	
6	B-2250	226	VIA	MARIPOSA		6	B-2174	206	VIA	MARIPOSA	
			EAST						EAST		

7	B-2251	226	VIA MARIPOSA EAST		7	B-2176	217	VIA PUERTA	
8	B-3236	329	SAN AMADEO		8	B-2179	217	VIA PUERTA	
9	B-3237	329	SAN AMADEO		9	B-2180	217	VIA PUERTA	
10	B-3238	329	SAN AMADEO		10	B-2192	206	VIA MARIPOSA EAST	
11	B-3239	329	SAN AMADEO		11	B-2194	206	VIA MARIPOSA EAST	
12	B-3240	329	SAN AMADEO		12	B-2195	206	VIA PARIPOSA EAST	
13	B-3503	354	BAHIA BLANCA WEST		13	B-2196	206	VIA MARIPOSA EAST	
14	B-3504	354	BAHIA BLANCA WEST		14	B-2197	206	VIA MARIPOSA EAST	
15	B-3505	354	BAHIA BLANCA WEST		15	B-2198	206	VIA MARIPOSA EAST	
16	B-3506	354	BAHIA BLANCA WEST		16	B-2200	206	VIA MARIPOSA EAST	
17	B-3507	354	BAHIA BLANCA WEST		17	B-2201	206	VIA MARIPOSA EAST	
18	B-3508	354	BAHIA BLANCA WEST		18	B-2202	206	VIA MARIPOSA EAST	
19	B-3510	354	BAHIA BLANCA WEST		19	B-2204	206	VIA MARIPOSA EAST	
20	B-3511	354	BAHIA BLANCA WEST		20	B-2205	206	VIA MARIPOSA EAST	
21	B-5465	374	PASEO DEL LAGO		21	B-2206	206	VIA MARIPOSA EAST	
22	B-5468	374	PASEO DEL LAGO		22	B-3232	N/A	SAN AMADEO	
23	B-5469	374	PASEO DEL LAGO		23	B-3233	N/A	SAN AMADEO	
24	B-5470	374	PASEO DEL LAGO		24	B-3235	N/A	SAN AMADEO	
25	B-5472	373	PASEO DEL LAGO		25	B-3512	355	BAHIA BLANCA	
26	B-5473	373	PASEO DEL LAGO		26	B-3513	355	BAHIA BLANCA	
27	B-5474	375	PASEO DEL LAGO		27	B-3514	355	BAHIA BLANCA	
28	B-5475	375	PASEO DEL LAGO		28	B-3516	355	BAHIA BLANCA	
29	B-5476	375	PASEO DEL LAGO		29	B-3517	356	BAHIA BLANCA	
30	B-5477	375	PASEO DEL LAGO		30	B-3518	356	BAHIA BLANCA	
31	B-5478	361	PASEO DEL LAGO		31	B-3519	356	BAHIA BLANCA	
32	B-5479	361	PASEO DEL LAGO		32	B-3520	356	BAHIA BLANCA	
33	B-5480	361	PASEO DEL LAGO		33	B-3521	356	BAHIA BLANCA	
34	B-5481	361	PASEO DEL LAGO		34	B-3523	356	BAHIA BLANCA	
35	B-5482	361	PASEO DEL LAGO		35	B-3524	356	BAHIA BLANCA	
36	B-5483	361	PASEO DEL LAGO		36	B-3525	356	BAHIA BLANCA	
37	B-5484	361	PASEO DEL LAGO		37	B-3526	356	BAHIA BLANCA	
38	B-5485	362	PASEO DEL LAGO		38	B-3527	356	BAHIA BLANCA	
39	B-5486	362	PASEO DEL LAGO		39	B-3528	357	MONTE HERMOSO	
40	B-5487	362	PASEO DEL LAGO		40	B-3531	357	MONTE HERMOSO	
41	B-5488	362	PASEO DEL LAGO		41	B-3532	357	MONTE HERMOSO	
42	B-5489	362	PASEO DEL LAGO		42	B-5520	N/A	VIA LA MESA	
43	B-5490	362	PASEO DEL LAGO		43	B-5521	N/A	VIA LA MESA	
44	B-5491	369	PASEO DEL LAGO		44	B-5522	N/A	VIA LA MESA	
45	B-5492	369	PASEO DEL LAGO		45	B-5524	N/A	VIA LA MESA	

46	B-5493	369	PASEO DEL LAGO		46	B-5525	N/A	VIA LA MESA	
47	B-5494	369	PASEO DEL LAGO		47	B-5527	N/A	VIA LA MESA	
48	B-5495	368	PASEO DEL LAGO		48	B-5528	N/A	VIA LA MESA	
49	B-5496	368	PASEO DEL LAGO		49	B-5529	N/A	VIA LA MESA	
50	B-5497	368	PASEO DEL LAGO		50	B-5530	N/A	VIA LA MESA	
51	B-5498	368	PASEO DEL LAGO		51	B-5532	N/A	VIA LA MESA	
52	B-5501	366	PASEO DEL LAGO		52	B-5533	N/A	VIA LA MESA	
53	B-5502	366	PASEO DEL LAGO		53	B-5534	N/A	VIA LA MESA	
54	B-5503	366	PASEO DEL LAGO		54	B-5535	N/A	VIA LA MESA	
55	B-5504	365	PASEO DEL LAGO		55	B-5536	N/A	VIA LA MESA	
56	B-5505	365	PASEO DEL LAGO		56	B-5537	N/A	VIA LA MESA	
57	B-5506	365	PASEO DEL LAGO		57	B-5538	N/A	VIA LA MESA	
58	B-5507	365	PASEO DEL LAGO		58	B-5541	N/A	AVENIDA SOSIEGA	
59	B-5508	365	PASEO DEL LAGO		59	B-5542	N/A	AVENIDA SOSIEGA	
60	B-5509	364	PASEO DEL LAGO		60	B-5543	N/A	AVENIDA SOSIEGA	
61	B-5512	364	PASEO DEL LAGO		61	B-5546	N/A	RAYO DEL SOL	
62	B-5513	363	PASEO DEL LAGO		62	B-5550	N/A	RAYO DEL SOL	
63	B-5514	363	PASEO DEL LAGO		63	B-5551	N/A	RAYO DEL SOL	
64	B-5516	363	PASEO DEL LAGO		64	B-5553	N/A	RAYO DEL SOL	
65	L-233	226	VIA MARIPOSA EAST		65	B-5554	N/A	RAYO DEL SOL	
					66	B-5563	N/A	VIA PORTORA	
					67	B-5565	N/A	VIA PORTORA	
					68	B-5566	N/A	VIA PORTORA	
					69	B-5575	N/A	LUZ DEL SOL	
					70	B-5576	N/A	LUZ DEL SOL	
					71	B-5577	N/A	LUZ DEL SOL	
					72	B-5578	N/A	LUZ DEL SOL	
					73	B-5580	N/A	VIA DICHA	
					74	B-5581	N/A	VIA DICHA	
					75	B-5582	N/A	VIA DICHA	
					76	B-5583	N/A	VIA DICHA	
					77	B-5585	N/A	VIA DICHA	
					78	B-5586	N/A	VIA DICHA	
					79	B-5591	N/A	AVENIDA SOSIEGA	
					80	B-5595	N/A	AVENIDA SOSIEGA	
					81	B-5597	N/A	VISTA DEL MANDO	
					82	L-221	206	VIA MARIPOSA EAST	
					83	L-222	217	VIA PUERTA	
					84	L-224	206	VIA MARIPOSA EAST	
					85	L-227	206	VIA MARIPOSA EAST	
SUB TOTAL:									
GENERAL CONDITIONS, PROFIT AND OVERHEAD									
GRAND TOTAL									
FIXED CHANGE ORDER %									

Additional Services will be billed at the following hourly rates:

Painting
Stucco
Framing
Miscellaneous Labor
Other (list trades) \$ _____
Materials will be marked up _____%

- 1.1. Contractor's shall submit a construction schedule with the bid sheet.
- 1.2. All Contractor's change orders may include a fixed percentage(s) for general conditions, insurance, profit and overhead as shown. No additional Contractor's mark-up or mark-up on sub-contractor's invoices will be approved.
- 1.3. Should Contractor include any options or items not requested in the RFP or Specifications, those items should be detailed separately below. Including alternatives that can generate savings in cost and time without altering the quality and durability of work.

BID ALTERNATES (IF ANY)

REQUEST FOR PROPOSAL

THIRD MUTUAL DRY ROT REPAIRS

1. **Objective**

Third Laguna Hills Mutual (Corporation) is seeking proposals from contractors to make repairs to buildings that have been determined to have dry rot damage.

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 2,584 buildings with approximately 125 different building types ranging from single family dwelling units to a fourteen story high rise structure.

3. **General Information**

The Corporation's Purchasing Department has the primary responsibility of overseeing the issuance of the RFP and awarding of a contract. Any questions regarding the RFP should be submitted in writing to Mary C. J. Roberts of PMA Inc, with a copy to Agustin Perez of PCM, no later than Wednesday, March 4 by 5:00 pm. Email communication is preferred (Mary.CJ.Roberts@ProjectManagementAdvisorsInc.com and Agustin.Perez@pcm-inc.org)

A pre-bid conference will be held on **Thursday February 12, 2015 at 10:00 AM** in the offices of the Corporation. These offices are located at 24351 El Toro Road, Laguna Woods, CA 92653. The pre-bid conference will be held in the Cedar conference room. Attendance at this meeting will be required for firms seeking to submit a proposal. At this time all questions regarding the purpose and the scope of this RFP will be answered.

4. **Acceptance of Proposals**

Proposals are being solicited from a number of contractors. All proposals that are received by **1:00 PM on Tuesday, March 10, 2015** will be accepted for review and evaluation. Corporation reserves the right to accept or reject any and all bids, to make exceptions for these RFP specifications, or to waive any formalities. Proposals are to be addressed to and sent to James David of PCM, with a copy to Mary C. J. Roberts of PMA Inc. Email submission is preferred (James.David@pcm-inc.org).

5. **Required supplemental documents:**

- a. Contractor shall provide names of the project executive, project manager, field superintendent, on-site permanent supervision and chief estimator to be assigned exclusively to this project.
- b. Contractor to provide a general statement of qualifications that pertain to the project, including a list of subcontractors intended to complete the project.
- c. Contractor to include a list of subcontractors to be used for portions of work.

6. **Insurance Requirements**

The successful bidder shall provide proof that they carry insurance in the amount and form as listed below:

General Liability	\$1,000,000 each occurrence & \$2,000,000 per Project and Products & Completed Operations aggregate; Corporation & Agent as additionally insureds, Primary Insurance and Waiver of Subrogation Endorsements
Automobile Liability	\$1,000,000 per accident for all autos, or all owned, non-owned and hired autos
Worker's Compensation Corporation and	Statutory with Waiver of Subrogation in favor of Agent
Employers Liability	Each accident
Professional Liability	\$1,000,000 per loss (Consultant's only)
Indemnity	Type I

- I. 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.
- II. 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 Corporation and Agent as additional insureds for all operations under their respective Commercial General Liability insurance policy.