REPORT TO CITY COUNCIL

DATE:

MAY 22, 2024

TO:

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM:

NATHAN HAMBURGER, CITY MANAGER

BY:

JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT:

CONTRACT AWARD FOR LADYFACE GREENWAY PROJECT; NIB 24-02B; REQUEST TO APPROVE MEMORANDUM OF AGREEMENT WITH LAS VIRGENES MUNICIPAL WATER DISTRICT; AND AGREEMENTS WITH SOUTHERN CALIFORNIA EDISON COMPANY FOR

UNDERGROUNDING OF FACILITIES

The purpose of this report is to present the results of the Ladyface Greenway Project; NIB 23-02B (Project) public bids and seek authorization to enter into a construction contract and enter into agreements with Las Virgenes Municipal Water District (LVMWD) and Southern California Edison Company (SCE).

The scope of work for the Project consists of constructing a greenway, approximately 1.3 acres in size. The project lies withing the City of Agoura Hills (City), between the Whizin Market Square to the north and Agoura Road to the south, and between Cornell Road and approximately 700 feet to the east of Cornell Road. The Project includes construction work within adjacent roadways of Agoura Road, Cornell Road, and the intersection of Agoura Road/Cornell Road for utility undergrounding and drainage and water quality improvements. The site will construct a cap over an existing rectangular concrete-lined runoff channel that is owned and maintained by the Los Angeles County Flood Control District (LACFCD) and extend project elements into portions of property owned by LVMWD.

On November 8, 2023, the City Council authorized staff to seek bids for the Ladyface Greenway Project; NIB 24-02. The City received four (4) bids on February 6, 2024. All bids came in higher than estimated and over the available funding for the project. On February 28, 2024, the City Council rejected all bids and authorized staff to seek bids with a revised bid package which would allow deductions in order to award the contract.

The bid package was amended to include prequalification of bidders and a revised bid schedule with deductive bid items, in order to allow for an award within funding limitations. Staff identified items that were primarily surface improvements which would be constructed at the end of the Project. This approach allows deduction from the Base Bid and reintegration of those items into the project as additional funding is secured.

The Notice Inviting Bids (NIB) for the Ladyface Greenway Project; NIB 24-02B (Project) was advertised for two weeks in the Acorn newspaper on March 15 and 22, 2024, as required by California Law.

Contractors were required to be prequalified to bid on the Project. A Prequalification process for public works projects ensures that the construction contract is awarded to a contractor who has the necessary technical skills, experience, and resources to complete the project successfully. The City received eleven (11) prequalification applications for the Project. After a thorough review of the prequalification applications, Staff and construction management consultant, Berg & Associates, Inc. (Berg), approved all eleven (11) contractors to bid on the Project.

On May 7, 2024, the City received four (4) bids through PlanetBids for the Project. Bidders were required to provide a Base Bid that included the deductive items. The award of the bid was made clear to be based only on the Base Bid amount. The bid results of the Base Bids are shown below in Table A.

Table A. Bids Received for Ladyface Greenway Project, NIB 24-02B

Contractor	Base Bid Amount
GMZ Engineering, Inc.	\$14,710,745.00
Nationwide Contracting Services, Inc.	\$17,623,172.53
C. A. Rasmussen, Inc.	\$18,751,883.40
Toro Enterprises, Inc.	\$20,654,659.10

The lowest responsive bidder was GMZ Engineering, Inc. (GMZ), based on the Base Bids. Staff and Berg reviewed GMZ's bid and deemed it responsive and acceptable. GMZ provided references to several similar projects for several public agencies, including the City of Calabasas and Los Angeles County Public Works Department, all were in good standing. Construction services provided to referenced agencies included installation of piles, retaining walls, storm drain construction, stormwater retention, and street construction. It is evident to staff that GMZ is capable of constructing the Project.

GMZ's Base Bid is 1% above the Engineer's Estimate of \$14,500,000. While the bids were competitive, the increased costs for Traffic Control and Bioswale Planters are unanticipated, but consistent with changing market conditions. The two lowest bids were provided by equally capable construction companies and separated by a margin of \$2,912,427.53 (21% above Engineer's Estimate). Through discussion with GMZ it became apparent that their ability to self-perform drilling operations for the construction of the cap allowed them to be more competitive than the other three bids received. After a thorough review of the submitted bids, staff recommends awarding a construction contract to GMZ.

While the award of contract is based on the Base Bid amount. The Project bid documents allow the City to eliminate deductive items and the Project contract documents provides language which allows the City to reintroduce any or all of the deductive bid items

throughout the duration of the Contract at the bid price submitted. This language will allow the project to complete the scope of work in its entirety, should additional funding become available.

Staff recommends the removal of the following deductive items, shown below in Table B, from the Base Bid for a total Contract amount of \$13,759,990 with a 2% contingency. For a project this size and magnitude, a contingency of at least 10% is recommended. After the contract is executed, a change order is recommended to be negotiated to remove bid items related to irrigation and aesthetic ledger stone from the seated walls, which will increase the contingency for the Project to 3.74%.

Table B. Deductive Bid Items

Bid Item No.	Description	Unit	Quantity	Unit Price	Deduction
39	Restoring Existing Traffic Signing, Striping, and Pavement Delineation	LS	1	\$18,000	\$18,000
59	Grind 1.5" Depth	SF	43,480	\$1.00	\$43,480
60	Rubberized AC Pavement (1.5")	TON	408	\$250.00	\$102,000
61	Survey Monuments at Cornell and Agoura Road	LS	1	\$5,000.00	\$5,000
94	Landscape Planting	LS	1	\$95,500.00	\$95,500
95	Landscape Maintenance	LS	1	\$15,000.00	\$15,000
116	Wood Trellis at Cornell Road	LS	1	\$10,000.00	\$10,000
117	Wood trellis North P. L.	LS	2	\$10,000.00	\$20,000
107	Boulders – New Sittable "A"	EA	10	\$400.00	\$4,000
108	Boulders – New Medium and Small "C&D"	EA	102	\$250.00	\$25,500
109	Boulders – Large "B"	EA	10	\$400.00	\$4,000
110	Rock Mulch	LS	1	\$26,600.00	\$26,600
114	Light Bollards	LS	29	\$2,000.00	\$58,000
115	Outlet Bollards	LS	6	\$2,000.00	\$12,000
96	Drinking Fountain	EA	2	\$12,500.00	\$25,000
98	Picnic Tables	EA	8	\$4,000.00	\$32,000
99	Picnic Table Benches without Backs	EA	8	\$3,000.00	\$24,000
100	Picnic Tables, ADA Benches without Backs	EA	8	\$3,000.00	\$24,000
101	Benches with Backs	EA	20	\$2,000.00	\$40,000
102	Trash Receptacles	EA	6	\$2,000.00	\$12,000
103	Bicycle Support Racks	EA	15	\$1,000.00	\$15,000
104	Bicycle Fix-It Station	EA	2	\$5,000.00	\$10,000

111	Bioswale Cobbles	LS	1	\$34,000.00	\$34,000
112	Light Poles (12 feet)	EA	4	\$11,000.00	\$44,000
113	Light Fixtures (10 feet)	EA	4	\$10,000.00	\$40,000
119	Flagstone Paving	LS	1	\$100,000.00	\$100,000
120	Stacked Wall	LS	1	\$50,000.00	\$50,000
118	Two-Rail Fencing	LS	1	\$125,000	\$125,000
			Т	otal Deduction	\$950,755
				Base Bid	\$14,710,745
			Total Co	ntract Amount	\$13,759,990

Staff continues to seek additional funding from regional and State agencies and has begun working with the Executive Director of the Las Virgenes Council of Governments (COG) to present a reallocation of Measure M funding between City projects in order to close the funding gap on the Ladyface Greenway. This reallocation will be considered by the COG this fall and hopefully be brought forward to Metropolitan Transit Authority (Metro) early in the new year.

As described above, the Project includes construction on the LVMWD's Cornell Pump Station property. LVMWD had independently planned site improvements to the Cornell Pump Station for their own maintenance and operational needs. The Ladyface Greenway Project area completely envelops LVMWD property, and with the work planned for the same year, the City and LVMWD worked collaboratively to integrate both projects aesthetically to provide continuity of landscape/hardscape between the two projects. The Project requires relocation of a LVMWD water main that crosses the flood control channel, parallel to Cornell Road, providing future maintenance access to the pipeline.

Over the past year, the City and LVMWD staff have collaborated and negotiated a Memorandum of Agreement (MOA), right-of-entry for construction, and reimbursement of costs from the District to the City for a not-to-exceed amount of \$200,000 which covers the exterior upgrades, drainage, hardscape, pipeline relocation items from the bid. An additional \$20,000 (10%) has been authorized to cover potential change orders related directly to LVMWD property, for a total of \$220,000. On April 16, 2024, the District Board of Directors authorized the execution of the MOA by the District General Manager. The MOA has been reviewed by the City Attorney and approved as to form and content. Staff recommends the City Council enter into said MOA this evening.

The undergrounding of the electrical and telecommunication lines, fronting the project along Cornell and Agoura Roads, require both the contractor and SCE to complete. The City's contractor will furnish and install equipment, such as conduit and vaults. SCE will complete the underground distribution system, which includes meters, transformers, and removal of poles and overhead lines.

Pursuant to California Public Utilities Rule 20B, the City is responsible for the costs associated with undergrounding the utility. SCE requires two (2) separate agreements. The first agreement is for the installation of underground distribution facilities, and the

second agreement is for the removal of the overhead facilities. Each of the agreements outlines the parties' responsibility for construction, and the costs associated with the underground work that the City is responsible for paying to SCE. The total cost covered by the SCE Agreements is \$347,793.62. The SCE Agreements have been reviewed by the City Attorney and approved as to form and content. Staff recommends both SCE Agreements be approved this evening.

The total length of construction for the Project is expected to take approximately 18-24 months (weather permitting), with no work to be done on holidays. A groundbreaking ceremony for the Project will be scheduled for this summer, during the Project's submittal and construction review period. The notice to proceed for construction is anticipated in mid-summer 2024. Start of construction is anticipated to be summer 2024.

FISCAL IMPACT

The matrix below presents the total and dollar amounts appropriated in the Fiscal Years 2023-24 to 2024-25 budget.

Account Name	Account No.	Funding Source	FY23/24 Budget	FY 24/25 Budget
Park Improvements – Linear Park	018-4620-612000	Measure R (AT)	\$5,472,000	\$0
Park Improvements – Linear Park	019-4620-612000	Measure M (AT)	\$2,694,250	\$2,664,000
Park Improvements – Linear Park	260-4620-612000	State Specified Grant	\$2,800,000	\$3,200,000
Art in Public Places	260-4440-568500	Local	\$75,000	
		Total	\$ 16,905	,250

Account No. 018-4620-612000 requires an amendment in the amount of \$282,397 in order to accurately reflect contract administration costs that are budgeted elsewhere in the FY2023-24 Budget. This would reduce that account to \$5,189,603.

As described above, an MOA between LVMWD and the City, in the amount of \$200,000 for improvements on LVMWD property is also being considered this evening. If awarded, staff recommends an amendment to the FY24/25 budget to reflect that funding.

The construction contract would include \$1,021,600 in storm drain runoff and water quality improvement, which are allowable under the guidelines for Measure W local funds. Therefore, staff recommends the project amend the FY24/25 budget to include \$188,000 in available Local Measure W funding to the project, to help increase the available budget.

With the LVMVD funding and the Measure W funding included and the necessary lineitem adjustment to Account No 0184620-612000, the total available budget for the project would be \$17,010,853.

The total project funding covers costs associated with the project's construction contract, SCE work, and LVMVD work. However, the total project funding also covers the cost of contracts associated with Construction Engineering, Construction Management, Inspection Services, Oak Permitting, LA County Inspections, Mitigation Monitoring and Reporting costs, Right-of-Way legal costs, Right-of-Way Agreements, permits, and arts in public places. Thereby reducing the amount of funding available for the Construction contracts recommended for award this evening.

After consideration of all the associated contracts necessary to complete the project, there remains \$14,039,990 available for the award of a construction contract, assuming the City Council approves the use of LVMWD and local Measure W funds.

The award of the contract is based on the Base Bid amount, in accordance with the Project contract documents. The low bid for the Ladyface Greenway is \$14,710,745, which exceeds the available budget. Therefore, staff recommends the removal of the deductive items as identified in Table B above, in the amount of \$950,755, for a contract award of \$13,759,990 plus a \$280,000 contingency (2.03% of the contract).

A 2% contingency is low for a project of this scale. In order to increase the contingency amount, staff recommends a deductive change order be issued after award of contract. The contract documents allow for this after an initial contract is awarded based on the Base Bid minus deductive items. This change order would remove irrigation and aesthetic features (like decorative stone on seat walls) which could be constructed later or as a separate phase if necessary. This would bring the contingency up to \$515,010 or 3.74% of the contract. Still lower than the recommended 10% contingency on a project like this one, but enough to allow any early unknowns in the project to be accommodated.

Staff continues to seek funding necessary to complete the entire scope of work for the Project. The contract document provides language requiring the contractor to honor lineitem bid prices for the duration of Project construction, which limits the risk of cost inflation during the coming two years.

Should additional funding be secured, an item will be brought to City Council recommending the necessary budget amendments and authorizing the City Engineer to add any deducted items back into the contract in order to complete the project.

RECOMMENDATION

Staff respectfully recommends the City Council:

- Authorize the Mayor to sign the Memorandum of Agreement with Las Virgenes Municipal Water District; and
- 2. Amend the FY 2024-25 Budget to include \$200,000 for construction of project improvements pursuant to the Memorandum of Agreement with Las Virgenes Municipal Water District; and

- 3. Amend the FY 2024-25 Budget to include \$188,000 in local Measure W funding; and
- 4. Amend the FY 2023-24 Budget to reduce account #018-4620-612000 by \$282,397; and
- 5. Authorize the Mayor to sign the two (2) Agreements for Replacement of Overhead with Underground Distribution Facilities with Southern California Edison Company; and
- 6. Approve the Construction Contract for the Ladyface Greenway Project; NIB 24-02B to GMZ Engineering, Inc. for Total Contract Price of \$13,759,990; and
- 7. Authorize the Mayor to sign the Construction Contract Agreement; and
- 8. Authorize the City Engineer to issue necessary change orders within the available \$280,000 contingency.
- 9. Authorize the City Engineer to issue necessary change orders, in an additional amount of \$20,000, as approved by Las Virgenes Municipal Water District General Manager.

Attachments:

- 1. Memorandum of Agreement with Las Virgenes Municipal Water District
- 2. Overhead Removal Contract with Southern California Edison
- 3. Underground Distribution Facilities Install Contract with Southern California Edison

ATTACHMENT 1

Memorandum of Agreement with Las Virgenes Municipal Water District

MEMORANDUM OF AGREEMENT FOR THE LADYFACE GREENWAY PROJECT BETWEEN THE CITY OF AGOURA HILLS AND LAS VIRGENES MUNICIPAL WATER DISTRICT

This Memorandum of Agreement ("MOA") is entered into by and among the City of Agoura Hills ("City") and the Las Virgenes Municipal Water District ("District"), collectively referred to herein as the "Parties." The MOA is effective as of the date of execution by the last party to execute the MOA.

RECITALS

- A. WHEREAS, on July 14, 2021, City awarded the Agreement for Design Professional Consultant Services ("Contract") to m6 Consulting, Inc. ("Consultant") for the Ladyface Greenway Project ("Project"), a public works project.
- B. WHEREAS, the Project is located on Los Angeles County Flood Control District property and City's Agoura Road and Cornell Road, which envelops the District's Cornell Pump Station ("District Property"), located at 28915 Agoura Road, as shown in Exhibit A.
- C. WHEREAS the District is constructing improvements, within the same construction time line of the City's Project, on District Property, which includes site improvements.
- D. WHEREAS, the City and the District desire to coordinate the construction of the City's Project and the District's property improvements.
- E. WHEREAS, the City and the District desire to improve the Project area, Agoura Road, Agoura Village Specific Plan area, and District Property in the most cost effective manner with the least amount of disruption to the residents of the City of Agoura Hills and to have the ability to coordinate the aesthetic features between the Project and the District's Property.
- F. WHEREAS, the City and the District desire to construct site improvements ("District Work"), consisting of landscape, hardscape, site parking, site drainage, driveway access, and utility undergrounding, as shown in Exhibit B, on the District's Property, as part of the City's Project.
- G. WHEREAS, the District has asked the City to include a Bid Schedule, attached as Exhibit C hereto and incorporated herein by this reference as though set forth in full, as part of the Project to include the District Work, as shown in Exhibit C.
- H. WHEREAS, the Parties desire to divide responsibilities under this MOA, as described in Exhibits B and C, with the District paying for their share of construction costs associated with the District Work and the City managing the construction of the Project, including the District Work.

- I. WHEREAS, the City will serve as the main agency for the administration of the construction of the Project on behalf of the Parties; and
- J. WHEREAS, the Parties desire to enter into this MOA voluntarily to, among other things: 1) develop cohesiveness between the aesthetics of the City and District projects; 2) act in a cooperative manner to complete the District Work; 3) coordinate construction of the City and District projects; 4) set forth the Parties' intent to have the Project administered and coordinated by the City; 5) establish the roles of the Parties relative to each other; 6) authorize right-of-entry of District property to the City and the City's contractor for construction of the District Work; and 7) establish the terms of payment from the District to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits and representations made herein, the Parties hereby agree as follows:

- 1. Purpose This MOA is entered into by the Parties to provide for the design, construction and installation of District Work, as described in Exhibits B and C.
- 2. Incorporation of Recitals The recitals above are incorporated by reference and hereby made a part of this MOA.
- 3. Term of MOA This MOA shall continue in effect until the Project is completed and all Contractor's payments are made, unless earlier terminated or extended by written agreement of the Parties.
- 4. Right-of-Entry The District hereby grants a right of entry to the City and the City's Contractors on that portion of the District Property, shown in Exhibit A, for the purposes of access, construction activity use, construction of District Work, and maintenance of the landscaping and irrigation system on the District Property, subject to the terms, conditions and restrictions set forth in this MOA. The City shall have the right but not the duty to maintain the landscaping and irrigation system on the District Property as part of the Project.
- 5. Information Sharing The Parties mutually agree to share, to the extent not otherwise prohibited by law or by legal or trade secret privilege, all information required to develop, prepare and submit documents required for the Project.
- 6. Contractor Payment The City shall pay Contractor in accordance with the terms outlined in the bid documents for both the City's Project and the District Work.
- 7. Payment The District shall contribute to the City a not-to-exceed amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), which represents the estimated cost to the District for their share of District Work, as outlined in Exhibit C. In

addition, the District General Manager is authorized to approve an additional Twenty Thousand Dollars and Zero Cents (\$20,000.00) to cover potential change orders directly associated with the District Work, as set forth in Exhibit C, for a total not-to-exceed cost of Two Hundred Twenty Thousand Dollars (\$220,000.00). Any additional change orders related to District Property and Work that are initiated by either the City or the District shall be mutually agreed upon in writing by both parties. No work under change order shall commence prior to written execution by the City and the District. Upon execution of this Agreement, the City shall invoice the District the lump sum cost of their share of the District Work at the completion of the Project. For Change Orders, the City shall invoice the District their cost share of the change order upon completion of the Project. In the event that either the bids for the District Work exceeds \$200,000 or any change orders cause the District Work costs to exceed \$20,000, any additional costs shall be at the expense of the City.

- 8. Contracting The Parties agree that the City shall be considered the contracting agency and the administrator of the Project. It is the intent of the Parties that the Contractor should look solely to the City for payment and to resolve any issues with the Contract.
- 9. Supervision of Contractor The City shall act as the lead agency in the construction of the Project and the District Work by managing the Project, including the District Work. In such capacity, the City shall award the construction contract and make all construction decisions related to the Project. The City shall be responsible for coordinating all activities of Contractor and resolving all issues with the Contract or Project. The City shall further be responsible for reviewing and approving all change orders for the Project, including such change orders within the scope of the District Work, The District shall have the opportunity to approve discretionary change orders. The District may provide supplemental inspection work related to "District Work" and will work with the City to address conflicts and coordinate items of work within the scope of the contract. Except for change orders issued on an emergency basis, the City shall notify the District regarding all change orders, including cost and scope changes, and shall offer the District reasonable time to comment.
- 10. Project Completion Upon completion of the Project, the District agrees to accept ownership and maintenance of the constructed District work except landscaping and irrigation which shall be maintained by the City.

11. Indemnification

A. District shall defend, indemnify and hold harmless City and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the City) resulting from acts or omissions of the

District or any of its officers, employees or agents in connection with the District's obligations and performance under this MOA.

- B. City shall indemnify and defend District, its officers, agents and employees from the intention or negligent acts or omission to act, by City, its officers agents and employees. The City shall have no liability to the District for the acts or omissions of City's Contractor or consultants for this Project. The District's sole recourse for any acts or omissions of City's Contractor or consultants shall be against Contractor, the consultants and their insurance.
 - C. This Section 9 shall survive the termination or expiration of this MOA.
- 12. Representation The representative of the City shall be the Public Works Director/City Engineer. The representative of the District shall be its Principal Engineer. These individuals shall be the primary contact persons for the Parties regarding the performance of this MOA unless otherwise designated by a Party's representative.
- 13. Notices Any notices, bills, invoices, or reports relating to this MOA and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the Parties at the addresses set forth below:

To City: City of Agoura Hills

Attn: Public Works Director/City Engineer

30001 Ladyface Court Agoura Hills, CA 91301

To District: Las Virgenes Municipal Water District

Attn: Principal Engineer 4232 Las Virgenes Road Calabasas, CA 91302-1994

Written notice shall include notice delivered via email. A notice shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile or by confirmed email; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth herein.

- 14. Relationship of the Parties The Parties are, and shall at all times remain as to each other, wholly independent entities. Neither Party to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other Party or otherwise act on behalf of any other Party as an agent except as expressly provided by this MOA. No official, employee, agent, or officer of a Party shall represent that he, she or anyone else from that Party is in any manner an official, agent, employee or officer of the other Party.
- 15. Governing Law This MOA shall be governed, interpreted, construed and enforced in accordance with the law of the State of California, excluding California's

choice of law rules. Venue for any legal action or other proceeding relating to this MOA shall be in the Los Angeles County Superior Court.

- 16. Severability If any provision of this MOA shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this MOA shall not be affected and this MOA shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOA.
- 17. Amendment This MOA may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by the Parties.
- 18. Authority The persons executing this MOA on behalf of each Party represents and warrants that he or she has the authority to execute this MOA on behalf of such Party and has the authority to bind the Party to the performance of its obligations hereunder.
- 19. No Presumption in Drafting. The Parties to this MOA agree that the general rule than an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.
- 20. Entire Agreement This MOA, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.
- 21. Counterparts This MOA may be executed in counterparts, all such executed counterparts shall constitute the same MOA, and the signature of any party to any counterpart shall be deemed a signature, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign below.

CITY OF AGOURA HILLS

ILLECE BUCKLEY WEBER Mayor
Attest:
KIMBERLY RODRIGUES, MMC City Clerk
Approved as to Form:
Candice K. Lee City Attorney

LAS VIRGENES MUNICIPAL WATER DISTRICT

Daud W Orleum 19年5月1日 15年 PEDERSEN General Manager

Attest:

Josie Guzman

^{70PA572813} Güzman

Clerk of the Board of Directors

Approved as to Form:

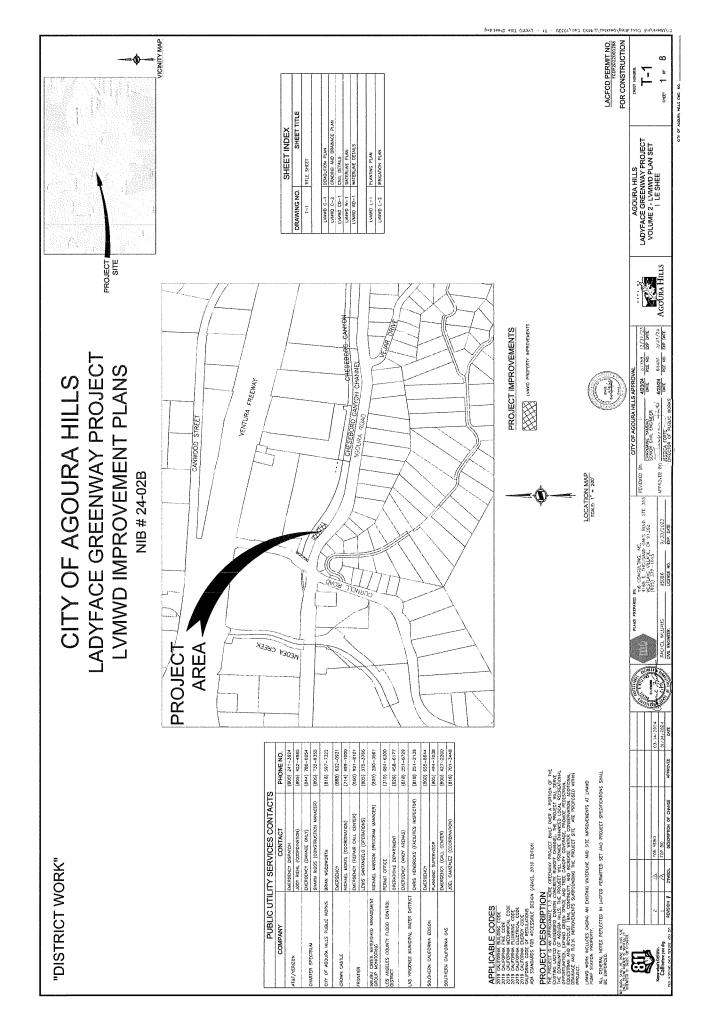
Wayne K. Lemieux District Counsel

EXHIBIT A

CITY'S LADYFACE GREENWAY PROJECT AND DISTRICT'S PROPERTY LOCATION ATTACHED

EXHIBIT B

DISTRICT WORK ATTACHED



CITY OF ACOURA HILLS DWG. NO.

CITY OF AGOURN HILLS DWG, NO.

CITY OF ACOURA HELS DINC. NO.

MAR SAME BE SON ON THE STREET IN THE STREET

EXHIBIT C

BID SCHEDULE FOR DISTRICT WORK ATTACHED

LVMWD BASE AMOUNT:

Item No.	Payment Reference	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
132	906-5	Clearing & Grubbing	1	LS	\$	\$
133	912-3	Remove Concrete Pad	168	SF	\$	\$
134	912-3	AC Pavement Driveway Removal	1305	SF	\$	\$
135	912-3	AC Dike Removal	34	LF	\$	\$
136	913-3	Adjust Pullbox to Finish Grade	1	EA	\$	\$
137	916-14	Colored Concrete Longitudinal Gutter	428	SF	\$	\$
138	916-14	Concrete Retaining Curb	39	LF	\$	\$
139	916-14	Mow Curb	45	LF	\$	\$
140	916-14	Tapered Curb (6" to Mow Curb)	7	LF	\$	\$
141	916-14	Curb SPPWC 120-3, A1-6	20	LF	\$	\$
142	916-14	Colored Concrete Driveway	2976	SF	\$	\$
143	919-4	6" SDR 35 PVC Storm Drain	8	LF	\$	\$
144	922-3	12" x 12" Catch Basin	1	EA	\$	\$
145	923-4	Grouted Rip Rap	20	SF	\$	\$
146	931-4	10" Ductile Iron Water Main Double Cement Lined with Asphaltic Coating	75	LF	\$	\$
147	931-4	20" Protective Steel Casing for Waterline	41	LF	\$	\$
148	931-4	Air and Vacuum Assembly LVMWD Std W-114	1	LS	\$	\$
149	931-4	Blow Off Assembly LVMWD Std. W-115 in Subsurface Vault	1	LS	\$	\$
150	931-4	Casing Insulators	1	LS	\$	\$
151	931-4	Pipe Hanger Assembly	1	LS	\$	\$
152	931-4	10" AC to Ductile Iron Pipe Flanged Coupling Adapter	1	LS	\$	\$
153	931-4	10" Ductile Iron Pipe to CMC - CML Pipe Flanged Coupling Adapter	1	LS	\$	\$
154	932-3	Anchor Wall LVMWD W-129	1	LS	\$	\$
155	2006-3	Emergency Standby Generator	1	(Ea. / Day)	\$	\$
156	1026-4.1	Irrigation System	1	LS	\$	\$
157D	1027-4.1	Landscape Planting	1	LS	\$	\$
158D	1035-4.1	Mulch	1,800	SF	\$	\$
159D	1034-4.3	Landscape boulders	7	EA	\$	\$
160D	1036-4.1	Bioswale cobbles	150	SF	\$	\$
161D	1028-4.1	Landscape Maintenance	3	Ea./ mont h	\$	\$
	.1	1	LVMWD WO		TOTAL	\$
					SE BID	\$

ATTACHMENT 2

Overhead Removal Contract with Southern California Edison

AGREEMENT FOR REPLACEMENT OF OVERHEAD WITH UNDERGROUND DISTRIBUTION FACILITIES

(Substructure Installation by Applicants)
"Overhead System Removal"
THIS AGREEMENT, made this 1 day of May , 2024

between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Utility", and the party or parties whose names are subscribed hereunder as "Applicants",
WITNESSETH:
WHEREAS , Applicants have requested Utility , pursuant to Section B . of Utility 's Rule No. 20, Replacement of Overhead with Underground Distribution Facilities , to replace Utility 's existing overhead
with underground distribution facilities at the location or locations in the County of
City of Agoura Hills ,State of California , substantially described as follows:
and as shown on the map attached hereto and made a part hereof; and WHEREAS,
a. It is necessary for all property owners served from Utility 's overhead facilities to be removed to agree in writing to perform the wiring changes on owners' premises so that service may be furnished from Utility's underground distribution system in accordance with Utility 's rules and that Utility may discontinue Utility 's overhead service upon completion of Utility 's underground facilities, or
b. Suitable legislation is in effect requiring such property owners to make such necessary wiring changes and authorizing Utility to discontinue Utility 's overhead service; and
WHEREAS , Underground service connections to each applicant from Utility 's underground distribution system will be installed and maintained as provided in the Utility 's rules applicable thereto;
NOW,THEREFORE,in consideration of the premises,and of the mutual promises and covenants of the parties hereto ,hereinafter contained,it is mutually agreed by and between the parties hereto as follows,viz.:
1. Applicants will pay to Utility concurrently with the execution hereof the nonrefundable amount of
\$ \$0.00 , which is the excess, if any, of the estimated costs, including transformers, meters,
and services, of completing the underground system and building a new equivalent overhead system. The amount contributed thereto by each of said Applicants is designated after his name hereinafter.
2. Applicants will furnish and install the pads and vaults for transformers and associated equipment, conduits, ducts, boxes, and electrolier bases, and perform other work related to structures and substructures including breaking of pavement, trenching, backfilling, and repaving required in connection with installation of the underground system, all in accordance with Utility's specifications and timing requirements at Applicant's expense.
3. Utility will complete the undergrounding of said overhead distribution facilities, provided, however, Utility has been granted rights of way therefor satisfactory to and without cost to Utility.

- 4. Parties hereto do hereby declare it is their mutual intention that title to and ownership of said underground structures and substructures, consisting of pads, vaults, conduits, ducts, boxes, and electrolier bases shall vest in Utility. Applicants do hereby agree, that immediately upon completion of the underground system described hereinabove and acceptance by Utility, title to each and every component part thereof shall immediately pass to Utility without further action upon the part of Applicants.
- 5. Applicants each agree Applicants will perform necessary wiring changes on Applicants' premises so that service may be furnished from Utility's underground distribution system in accordance with Utility's rules, and Utility may discontinue Utility's overhead service upon completion of Utility's underground facilities.
 - 6. This contract is subject to the Rules of Utility.
- 7. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

	SOUTHERN CALIFORNIA EDISON COMPANY
	Ву
	AUTHORIZED SIGNE
	REGION OR DIVISIO
	AMOUNT
SIGNATURE OF APPLICANTS	ADDRESS CONTRIBUTED \$
	\$
	\$
	\$
	<u> </u>
	TOTAL \$
Witness	
Address	

ATTACHMENT 3

Underground Distribution Facilities Install Contract with Southern California Edison

AGREEMENT FOR REPLACEMENT OF OVERHEAD WITH UNDERGROUND DISTRIBUTION FACILITIES

(Substructure Installation by Applicants) "Underground System Install"

THIS AGREEMENT, made this 1 day of 1	May , 2024	,
between SOUTHERN CALIFORNIA EDISON COMPANY,a corp party or parties whose names are subscribed hereunder as "Applicants",	oration,hereinafter called "Utility'	", and the
WITNESSE	TH:	
WHEREAS , Applicants have requested Utility , pursuant Replacement of Overhead with Underground Distribution Facilities , to replace	-	le No. 20,
with underground distribution facilities at the location or locations in the Cour	nty of	
City of Agoura Hills ,State of Califo	ornia, substantially described as follo	ows:
and as shown on the map attached hereto and made a part hereof; and WHEREAS, a. It is necessary for all property owners served removed to agree in writing to perform the wiring changes on of furnished from Utility's underground distribution system in accountility may discontinue Utility 's overhead service upon completion of Utility	owners' premises so that service ordance with Utility's rules	
b. Suitable legislation is in effect requiring such particles and authorizing Utility to discontinue Utility 's overhead service whereas, Underground service connections underground distribution system will be installed and maintained as pathereto;	vice; and to each applicant from U	Jtility 's
NOW,THEREFORE,in consideration of the prem covenants of the parties hereto ,hereinafter contained,it is mutually a as follows,viz.:	,	
1. Applicants will pay to Utility concurrently with the execution hereof t	he nonrefundable amount of	
\$ \$347,793.62 , which is the excess, if any, of the estimated of	costs, including transformers, meters	; ;
and services, of completing the underground system and building amount contributed thereto by each of said Applicants is designated after his r	•	tem. The
2. Applicants will furnish and install the pads and v equipment, conduits, ducts, boxes, and electrolier bases, and perform substructures including breaking of pavement, trenching, backfilling, a installation of the underground system, all in accordance with Utility at Applicant's expense.	n other work related to struct and repaving required in connect	tion with
3. Utility will complete the undergrounding of said overhead	distribution facilities, provided	,however,

Utility has been granted rights of way therefor satisfactory to and without cost to Utility.

- 4. Parties hereto do hereby declare it is their mutual intention that title to and ownership of said underground structures and substructures, consisting of pads, vaults, conduits, ducts, boxes, and electrolier bases shall vest in Utility. Applicants do hereby agree, that immediately upon completion of the underground system described hereinabove and acceptance by Utility, title to each and every component part thereof shall immediately pass to Utility without further action upon the part of Applicants.
- 5. Applicants each agree Applicants will perform necessary wiring changes on Applicants' premises so that service may be furnished from Utility's underground distribution system in accordance with Utility's rules, and Utility may discontinue Utility's overhead service upon completion of Utility's underground facilities.
 - 6. This contract is subject to the Rules of Utility.
- 7. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

	SOUTHERN CALIF	ORNIA EDISON COMPANY
	Ву	
		AUTHORIZED SIGNER
		REGION OR DIVISION
SIGNATURE OF APPLICANTS	ADDRESS	AMOUNT CONTRIBUTED
Management of the Control of the Con		\$
		\$
		\$
		\$
	TOTAL	\$
Witness		
Address		



An EDISON INTERNATIONAL® Company

Southern California Edison Company

30001 LADYFACE CT AGOURA HILLS CA 91301

Document #	7590552423
Invoice Term:	90 Days
Customer Name:	AGOURA HILLS, CITY OF
Customer Email:	AJBRINK@CLAGOURA-HILLS.CA.US
Invoice Date:	02/13/2024
SCE Contact:	Manuel Cameron Degracia
Telephone:	(805)-497-5602
Install - Billing Option:	
District Address:	3589 FOOTHILL DRIVE THOUSAND OAKS CA 91361

		Description
	DURA HILLS CA 91301	vice Request Number 3612426 Project Location: AGOURA RD & CORNELL RD XS
	535618	oject Description CITY OF AGOURA - R20B AGOURA RD & CORNELL RD Inv
		sign #: 1669347 Design Description CITY OF AGOURA - R20B UG INSTALL
		oduct #: 2184955 - RULE 20B - UG INSTALL
	ount	BOR: This amount represents the total SCE labor required to complete the work request. In most cases, this
		l consist of construction labor and any additional labor required for completing the work request. The constr
\$95,861.04		ount will typically consist of installation and service labor required for the work request. The additional labo ically consist of labor for inspection, cable and equipment make-up, dead ending, traffic control, grounding.
		itching. All applicable labor related overheads for items such as the design, engineering, and project manage
		luded in the total SCE labor amount.
	aterial	TERIAL: This amount represents the total SCE material required to complete the work request. In most case
\$205,419.54		ount will consist of construction material and any additional material required for completing the work requ
	oles,	astruction material will typically consist of installation and service material such as transformers, cable, con-
		ters, riser, switches, fusing equipment, handholes, and cross-arms. All applicable material related overheads
\$31,931.55		HER: This amount represents the total SCE other costs required to complete the work request. In most case
	CONSISTS	ount will consist of all additional requirements needed for completing the work request. This other amount t tems such as Added Facilities one time charges, contractor work, rights check, and permits.
\$333,212,13	LAROD MATERIAL OTHER.	
\$(99,530.89	LABOR, MATERIAL, OTHER:	LEDITS: This amount represents the total SCE credits required to complete the work request. In most case
(33,020,03	Overhead Equivalent Credit	amount will consist of: Salvage Credit Depreciation Credit JPA Credit
	1	
\$(99,530.89	TOTAL CREDITS:	
\$233,681.24	IG / RELOCATION ADVANCE:	NET CONSTRUCTION
\$241,787.05	Tax Base (Taxable Amount):	X: 1. ITCC on Applicant Furnished
24.00%	Tax Rate:	
	Tax Amount:	
\$58,028.89		
\$233,681.24	Tax Base (Taxable Amount):	2. ITCC on Net Construction (Less Non Taxable
\$233,681.24 24.00%	Tax Base (Taxable Amount): Tax Rate:	2. ITCC on Net Construction (Less Non Taxable
\$233,681.24 24.00% \$56,083.50) Tax Base (Taxable Amount): Tax Rate: Tax Amount:	2. ITCC on Net Construction (Less Non Taxable
\$233,681.24 24.00%	Tax Base (Taxable Amount): Tax Rate:	
\$233,681.24 24.00% \$56,083.50 \$114,112.38) Tax Base (Taxable Amount): Tax Rate: Tax Amount:	POSITS:
\$233,681.24 24.00% \$56,083.50 \$114,112.38) Tax Base (Taxable Amount): Tax Rate: Tax Amount:	POSITS: Preliminary Design & Engineering Advance
\$233,681.24 24.00% \$56,083.50 \$114,112.38 \$0.00	Tax Base (Taxable Amount): Tax Rate: Tax Amount: TOTAL TAX:	POSITS:
\$233,681.24 24.00% \$56,083.50 \$114,112.38) Tax Base (Taxable Amount): Tax Rate: Tax Amount:	POSITS: Preliminary Design & Engineering Advance Previous Payment
\$233,681.24 24.00% \$56,083.50 \$114,112.38 \$0.00	Tax Base (Taxable Amount): Tax Rate: Tax Amount: TOTAL TAX: TOTAL DEPOSITS:	POSITS: Preliminary Design & Engineering Advance Previous Payment PMMENTS:
\$233,681.24 24.00% \$56,083.50 \$114,112.38 \$0.00	Tax Base (Taxable Amount): Tax Rate: Tax Amount: TOTAL TAX: TOTAL DEPOSITS:	POSITS: Preliminary Design & Engineering Advance Previous Payment PMMENTS: LLL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT
\$233,681.24 24.00% \$56,083.50 \$114,112.38 \$0.00	Tax Base (Taxable Amount): Tax Rate: Tax Amount: TOTAL TAX: TOTAL DEPOSITS:	POSITS: Preliminary Design & Engineering Advance Previous Payment PMMENTS:
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\$233,681.24 24.00% \$56,083.50 \$114,112.38 \$0.00	Tax Base (Taxable Amount): Tax Rate: Tax Amount: TOTAL TAX: TOTAL DEPOSITS: HANGE	POSITS: Preliminary Design & Engineering Advance Previous Payment PMMENTS: ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT EREAFTER. All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options of the properties of the payments are no longer accepted at any SCE location, including Accounts Receivable. lease complete all applications and/or contracts and return to your planning office, using the enclosed return
\$233,681.24 24.00% \$56,083.50 \$114,112.38 \$0.00	Tax Base (Taxable Amount): Tax Rate: Tax Amount: TOTAL TAX: TOTAL DEPOSITS: HANGE	POSITS: Preliminary Design & Engineering Advance Previous Payment PMMENTS: LLL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT EREAFTER. Ill payments must be delivered by mail, an alternate postal method, or one of our electronic payment options ments are no longer accepted at any SCE location, including Accounts Receivable. lease complete all applications and/or contracts and return to your planning office, using the enclosed return relope.
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\$233,681.24 24.00% \$56,083.50 \$114,112.38 \$0.00	Tax Base (Taxable Amount): Tax Rate: Tax Amount: TOTAL TAX: TOTAL DEPOSITS: HANGE	POSITS: Preliminary Design & Engineering Advance Previous Payment PMMENTS: LLL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT EREAFTER. Ill payments must be delivered by mail, an alternate postal method, or one of our electronic payment options ments are no longer accepted at any SCE location, including Accounts Receivable. lease complete all applications and/or contracts and return to your planning office, using the enclosed return relope.
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An EDISON INTERNATIONAL* Company

Southern California Edison Company

30001 LADYFACE CT AGOURA HILLS CA 91301

Document #	7590552423
Invoice Term:	90 Days
Customer Name:	AGOURA HILLS, CITY OF
Customer Email:	AJBRINK@CI.AGOURA-HILLS.CA.US
Invoice Date:	02/13/2024
SCE Contact:	Manuel Cameron Degracia
Telephone:	(805)-497-5602
Install - Billing Option:	
District Address:	3589 FOOTHILL DRIVE THOUSAND OAKS CA 91361

COMMENTS CONTINUED:

- * By paying this invoice, customer acknowledges and agrees that if this project is canceled by customer for any reason or customer does not proceed with the project completion.
- * Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer.
- * To ensure worker and public safety, please maintain the appropriate clearance distance from utility infrastructure during your construction project to avoid encroachments that may result in serious injury or damage.
- * If relocation of existing utility infrastructure is pending, please adjust your work around the proposed relocation schedule as appropriate. If you have any questions, please contact the designated SCE representative assigned to your project.
- * Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records.
- * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance

ADDITIONAL PAYMENT INSTRUCTIONS:

If paying by check, please follow instructions on payment stub

Instructions for wire or ACH payments: JP Morgan Chase Bank

New York, NY

ABA#: 021000021 - Acct#: 323-394434 SCE Taxpayer ID No. 95-1240335 SCE Contact: Manuel Cameron Degracia

Document #: 7590552423

*** Failure to properly identify your document number and SCE contact may delay the application of funds and initiation of your project

Special Instructions for overnight delivery methods: Southern California Edison

Attn: Accounts Receivable 8631 Rush Street G-53 Rosemead, CA 91770

Please detach and return payment stub with payment

Payment

Please pay total amount now due:

\$347,793.62

Thank you for paying promptly

Stub

Document # 7590552423

AGOURA HILLS, CITY OF

30001 LADYFACE CT AGOURA HILLS CA 91301 Make check payable to Southern California Edison

ATTN: Accounts Receivable

PO Box 800

Rosemead, CA 91771-001