



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, January 12, 2021 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Erica Pezold, Mayor

Don Sedgwick, Mayor Pro Tempore
Bill Hunt, Council Member

Janine Heft, Council Member
Dave Wheeler, Council Member

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, CA 92653

NOTICE REGARDING CORONAVIRUS (COVID-19): Please be advised that some, or all, of the City Council Members may attend this meeting via teleconference. This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. If you wish to attend the City Council meeting in person, the City Council Chamber is located at 24035 El Toro Road, Laguna Hills, CA 92653. The public shall have the right to observe and offer public comment at this location. If you plan on attending, please follow the California Department of Health Guidelines by wearing a mask, washing your hands often, refraining from handshakes and maintaining social distance of six feet between individuals. You may also view the live stream of the meeting online at <http://lagunahillsca.igm2.com/Citizens/Default.aspx>.

Submission of Public Comments: While you may attend this meeting in person, given the health risks associated with COVID-19, the City encourages those wishing to make public comments at the January 12, 2021, City Council meeting, to submit your comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on January 12, 2021. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item you are commenting on. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council in advance to allow time for the Council Members to read them. Email comments will NOT be read by the City Clerk during the meeting, but will be announced and made part of the record. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Announcement of Public Comments: During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all email comments received by 5:00 p.m. on January 12, 2021. The email comments, including your name, will become part of the record of the City Council meeting and will be public information.

GENERAL BUSINESS - CONVENING AT 7:00 PM**CALL TO ORDER**

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

PLEDGE OF ALLEGIANCE**ROLL CALL OF CITY COUNCIL MEMBERS****1. PRESENTATIONS AND PROCLAMATIONS****2. PUBLIC COMMENTS**

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

3. CONSENT CALENDAR

All matters listed under "CONSENT CALENDAR" are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

3.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

3.2 Approval of Minutes for December 8, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the December 8, 2020, Regular Meeting.

3.3 Approval of Minutes for December 22, 2020, 2:00 P.M., Special Meeting

Recommendation: That the City Council approve the Minutes for the December 22, 2020, 2:00 p.m., Special Meeting.

3.4 Approval of Minutes for December 22, 2020, 6:00 P.M., Special Meeting

Recommendation: That the City Council approve the Minutes for the December 22, 2020, 6:00 p.m., Special Meeting.

3.5 Ratification of January 12, 2021, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from November 26, 2020, to December 31, 2020, in the amount of \$1,866,424.14.

3.6 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus and Confirmation of the Director of Emergency Services/City Manager's Executive Order Related Thereto

Recommendation: That the City Council: 1) Review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Director of Emergency Services/City Manager's executive order related thereto.

3.7 Progress Payment No. 1, Final, for Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516

Recommendation: That the City Council: 1) Approve Contract Change Order No. 1; 2) Approve Progress Payment No. 1, Final, in the net amount of \$92,888.15, to JCOS Development, Inc.; 3) Authorize the filing and recording of the Notice of Completion; and 4) Approve the subsequent Release of the Retention, 35 days post recordation of the Notice of Completion if no liens have been filed, for Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516.

3.8 Award of Contract for Laguna Hills Civic Center EV Charging Stations Project, CIP No. 505

Recommendation: That the City Council award the Contract for the Laguna Hills Civic Center EV Charging Stations Project, CIP NO. 505, to GC Electric Corporation, in the low bid amount of \$52,750.00, waive minor bid irregularities, reject the bid protest, reject all other bids, and authorize the Mayor to sign the Construction Contract.

3.9 Acceptance of a Subapplicant Grant from the California Office of Emergency Services for the Development of a Citywide Local Hazard Mitigation Plan

Recommendation: That the City Council accept a subapplicant grant from the California Office of Emergency Services for the development of a Local Hazard Mitigation Plan and adopt a Resolution entitled "A Resolution of the City Council of the City of Laguna Hills, CA, for the designation of Subrecipient's Agent Resolution, Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program."

ITEMS REMOVED FROM THE CONSENT CALENDAR**4. PLANNING AGENCY****4.1. ROLL CALL OF PLANNING AGENCY MEMBERS****4.2. PUBLIC COMMENTS**

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

4.3. APPROVAL OF MINUTES**4.3.1 Approval of Minutes for December 8, 2020, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the December 8, 2020, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS**4.5. PLANNING AGENCY PUBLIC HEARINGS**

PLANNING AGENCY ADJOURNMENT**5. CITY COUNCIL PUBLIC HEARINGS****6. ADMINISTRATIVE REPORTS****6.1. City Manager****6.2. Deputy City Manager/City Clerk****6.2.1 City Council "Other Agencies" Appointed Representatives**

Recommendation: That the City Council take the following actions:

(1) Review the City of Laguna Hills City Council "Other Agencies" Appointed Representatives List, provide directions to staff regarding any necessary changes for appointments to the list, and by motion, approve the City Council "Other Agencies" Appointed Representatives List, as revised by the City Council; and

(2) If any changes are desired to the Representative to the Orange County Fire Authority's Board of Directors, adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California designating and appointing its Representative to the Orange County Fire Authority's Board of Directors;" and

(3) Approve and direct the City Clerk to prepare and post an updated FPPC Disclosure Form 806 to reflect all paid appointments to "Other Agencies" boards, committees, and/or commissions in accordance with state law.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**7.1. Mayor Pezold****7.1.1 Proposed Modifications to the City Council Meeting Agenda Format**

Recommendation: Mayor Pezold recommends that the City Council direct staff to prepare a Resolution to make specified modifications to the City

Council Meeting Agenda format for the City Council's consideration at a future meeting.

8. CITY COUNCIL MEMBER COMMENTS

9. CLOSED SESSION

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

The City Council will convene into Closed Session, in the City Council Conference Room, or City Council Chamber, City Hall, Laguna Hills Civic Center, to consider the following matter(s):

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (3) of subdivision (e) of Government Code Section 54956.9: (1 potential case: communication from a potential plaintiff threatening litigation).

PUBLIC COMMENTS ON CLOSED SESSION ITEM(S)

ADJOURN TO CITY COUNCIL CONFERENCE ROOM OR CITY COUNCIL CHAMBER

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

CLOSED SESSION REPORT

City Attorney to announce whether any reportable action was taken on any matters considered during Closed Session.

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be January 26, 2021, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by January 7, 2021, at 5:00 pm.



City Clerk

January 7, 2021

Date

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 12, 2021
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for December 8, 2020, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the December 8, 2020, Regular Meeting.

ATTACHMENTS:

- 201208 CC Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**REGULAR MEETING
MINUTES
Tuesday, December 8, 2020**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:01 p.m. by Mayor Heft.

PLEDGE OF ALLEGIANCE: Council Member Wheeler

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Erica Pezold	Mayor Pro Tempore	Present	
Dore J. Gilbert, M.D.	Council Member	Present	
Don Sedgwick	Council Member	Remote	
Dave Wheeler	Council Member	Present	

CITY COUNCIL REORGANIZATION

CERTIFICATION OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 3, 2020

Certification of the General Municipal Election Held on November 3, 2020

Recommendation: That the City Council: 1) Receive and file the Certificate of Results for the General Municipal Election held on Tuesday, November 3, 2020; and 2) Adopt Resolution No. 2020-12-08-1: "A Resolution of the City Council of the City of Laguna Hills, California, reciting the fact of the General Municipal Election held on Tuesday, November 3, 2020, declaring the results and such other matters as provided by law."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Dave Wheeler, Council Member
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

RECOGNITION OF OUTGOING COUNCIL MEMBER**Recognition of Outgoing Council Member**

Recommendation: That the City Council adopt Resolution No. 2020-12-08-2: "A Resolution of the City Council of the City of Laguna Hills, California, recognizing the service of Council Member Dore J. Gilbert, M.D.," and that the City Council present a Resolution of Commendation and City tile to Dore J. Gilbert, M.D.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Mayor Pro Tempore
SECONDER:	Dave Wheeler, Council Member
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

City Manager White, on behalf of the Council, presented a Resolution of Commendation and City tile to Dore J. Gilbert, M.D., spoke of Council Member Gilbert's 37 years of public service and expressed his appreciation for Council Member Gilbert's service to the City.

Council Member Gilbert was also recognized by State Senator Patricia Bates.

Council Member Gilbert expressed his appreciation to his family, city staff, and fellow council members.

OATHS OF OFFICE FOR NEW COUNCIL MEMBERS

State Senator Patricia Bates administered the ceremonial Oath of Office to Mayor Heft.

City Clerk Au-Yeung administered the Oath of Office to incoming Council Member Hunt.

REMARKS OF OUTGOING MAYOR

Outgoing Mayor Heft thanked her family and spoke regarding the challenges and blessing of being Mayor during COVID-19.

ELECTION OF MAYOR

The City Council nominated and elected Erica Pezold as Mayor.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Bill Hunt, Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

RECOGNITION OF OUTGOING MAYOR**RESOLUTION OF COMMENDATION, JANINE HEFT, MAYOR****Resolution of Commendation, Janine Heft, Mayor**

Recommendation: That the City Council adopt Resolution No. 2020-12-08-3: "A Resolution of the City Council of the City of Laguna Hills, California, commending Janine Heft as Mayor" and that the City Council present the Resolution and a plaque to Janine Heft recognizing her service to the City.

RESULT:	APPROVED [3 TO 2]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Don Sedgwick, Council Member
AYES:	Janine Heft, Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member
NAYS:	Erica Pezold, Mayor; Bill Hunt, Council Member

Mayor Pezold presented a plaque to Janine Heft recognizing her service to the City as Mayor of the City of Laguna Hills.

REMARKS OF COUNCIL MEMBERS REGARDING MAYOR HEFT'S SERVICE TO THE CITY**REMARKS OF NEWLY ELECTED MAYOR**

Mayor Pezold thanked her fellow Council Members for electing her as Mayor, shared her thoughts on the previous year, and expressed her goals for the future of the City.

ELECTION OF MAYOR PRO TEMPORE

The City Council nominated and elected Don Sedgwick as Mayor Pro Tempore.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Erica Pezold, Mayor; Janine Heft, Council Member; Bill Hunt, Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

RECESS AND RECONVENE

Mayor Pezold recessed the meeting at 7:45 p.m. and reconvene the meeting at 7:58 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Mayor	Present	
Don Sedgwick	Mayor Pro Tempore	Remote	
Janine Heft	Council Member	Present	
Bill Hunt	Council Member	Present	
Dave Wheeler	Council Member	Present	

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Laguna Hills High School Student Liaison**

Recommendation: Laguna Hills High School Student Liaison Liam Fellows was not available at the meeting to provide a report.

2. PUBLIC COMMENTS

There were no public comments.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

3.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

3.2 Approval of Minutes for November 24, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the November 24, 2020, Regular Meeting.

3.3 Ratification of December 8, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from November 13, 2020, to November 25, 2020, in the amount of \$316,584.31.

3.4 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus

Recommendation: That the City Council review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus.

3.5 First Quarter Financial & Treasurer's Report for Fiscal Year 2020/2021

Recommendation: That the City Council receive and file the First Quarter Financial and Treasurer's Report for Fiscal Year 2020/2021.

3.6 Progress Payment No. 1, Traffic Signal Repair - Alicia Parkway at Community Center Drive, CIP No. 112

Recommendation: That the City Council approve Progress Payment No. 1, in the net amount of \$18,747.30, to Comet Electric, Inc., for Traffic Signal Repair - Alicia Parkway at Community Center Drive, CIP No. 112.

3.7 Affirmation of Appointments List for City Boards, Commissions, and Committees

Recommendation: That the City Council affirm the Local Appointments List and direct that it be posted on the City's web site, at City Hall and in the Laguna Hills Branch Technology Library in accordance with Government Code Section 54972, the Maddy Act.

3.8 2021 City Council Meeting Schedule

Recommendation: That the City Council adopt the proposed calendar for 2021.

3.9 Approval of the Plans and Specifications and Authorization to Advertise for Bids for Project W - Safe Transit Stops Passenger Amenity Improvements at the El Toro Road Far Side Paseo De Valencia Bus Stop and Shelter

Recommendation: That the City Council approve the plans and specifications and authorize the advertisement for bids for the El Toro Road far side Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

Mayor Pezold recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:00 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Chair	Present	
Don Sedgwick	Vice Chair	Remote	
Janine Heft	Agency Member	Present	
Bill Hunt	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments on non-agendized items.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for November 24, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the November 24, 2020, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Hunt, Agency Member
SECONDER:	Don Sedgwick, Vice Chair
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Conditional Use Permit/Site Development Permit (CUP/SDP) No. 0015-2020, a Request by Ryan Zacche on Behalf of Cotti Foods, Inc. to Construct a New 2,500 Square-Foot Drive-Thru Restaurant (Taco Bell) at 24888 Alicia Parkway in the Neighborhood Mixed Use Zoning District

Chair Pezold opened the Public Hearing.

Agency Member Hunt disclosed his preparation for the meeting and participation on this item.

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council requests for additional information.

Chris Wadleigh, project applicant and Vice President of Design and Development at Cotti Foods Corporation responded to Council requests for additional information and indicated that he agrees to abide to the conditions of approval for the project.

The following individual submitted electronic public comments that were received, forwarded to the Council prior to the meeting, and announced into the record by Assistant City Clerk Lee:

Steve Loughran, a resident of Laguna Hills, submitted an electronic public comment regarding addition of the bikeway in the proposed plans for the project.

Chair Pezold closed the Public Hearing.

Recommendation: That the Planning Agency: 1) Resume the Public Hearing for CUP/SDP No. 0015-2020 which was continued from the November 24, 2020 Planning Agency Meeting; 2) Find and determine that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303(C) (Class 3, New Construction or Conversion of Small Structures; and 3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit/Site Development Permit

(CUP/SDP) No. 0015-2020, a request by Ryan Zacche on behalf of Cotti Foods, Inc. to construct a new 2,500 square-foot drive-thru restaurant (Taco Bell) and related site improvements on a portion of a 2.46-acre commercial property at 24888 Alicia Parkway.”

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Agency Member
SECONDER:	Don Sedgwick, Vice Chair
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

PLANNING AGENCY ADJOURNMENT

Mayor Pezold reconvened the City Council Meeting at 8:24 p.m. Council Member Sedgwick was present via teleconference and all other Council Members were present in chamber.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

6. ADMINISTRATIVE REPORTS

6.1. City Manager

The City Manager gave no administrative reports.

6.2. Deputy City Manager/Community Services Director

6.2.1 2021 Memorial Day Race Event

Community Services Superintendent Meehan reviewed the information provided in the staff report and responded to Council requests for additional information.

Deputy City Manager/Community Services Director Reynolds responded to Council requests for additional information.

Recommendation: That the City Council direct staff to pursue Option B for a virtual race, as outlined in the staff report, for the 2021 Memorial Day race event, and authorize the City Manager to execute an agreement with

Renegade Enterprises, LLC, for race event management services for the 2021 race with a not to exceed cost of \$28,000 for Option B.

A motion was made to direct staff to pursue Option A as outlined in the staff report by Council Member Heft, seconded by Mayor Pro Tempore Sedgwick.

No vote was taken on this motion.

A substitute motion was made to direct staff to pursue a contract for both a virtual and in-person race for the 2021 Memorial Day race event, and authorize the City Manager to execute an agreement with Renegade Enterprises, LLC, for race event management services for the 2021 race by Council Member Hunt, seconded by Mayor Pezold.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Hunt, Council Member
SECONDER:	Erica Pezold, Mayor
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

6.3. Finance Director

6.3.1 Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2020

Finance Director Reyes reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council requests for additional information.

Recommendation: That the City Council receive and file the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended June 30, 2020, together with the audit letters.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Mayor Pro Tempore
SECONDER:	Bill Hunt, Council Member
AYES:	Erica Pezold, Mayor; Don Sedgwick, Mayor Pro Tempore; Janine Heft, Council Member; Bill Hunt, Council Member; Dave Wheeler, Council Member

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized and presented by Council Members.

8. CITY COUNCIL MEMBER COMMENTS**Council Member Hunt**

Council Member Hunt thanked the constituents for electing him. He went on to thank Council Member Gilbert for his service and wished him the best of luck in the future.

Council Member Hunt acknowledged the accomplishment of Laguna Hills High School graduate, Shane Bieber, for unanimously being awarded Major League Baseball's American League Cy Young Award for his 2020 season with the Cleveland Indians.

Mayor Pro Tempore

Mayor Pro Tempore Sedgwick echoed Council Member Hunt's enthusiasm regarding Shane Bieber's accomplishment.

Mayor Pro Tempore Sedgwick expressed his appreciation to Mayor Heft for her hard work and her time spent within the community over the past year. He further stated how grateful he is for the efforts and accomplishments of Council Member Gilbert.

Mayor Pro Tempore Sedgwick commended OCFA for their quick response to the Bond fire that the county experienced recently.

Mayor Pro Tempore Sedgwick welcomed Council Member Hunt to the City Council and congratulated Council Member Heft on continuing on the City Council for four more years.

Mayor Pezold

Mayor Pezold expressed her gratitude for Council Member Gilbert. She also thanked city staff for their hard work on the Holiday Lights.

Mayor Pezold requested the matter of adjusting the Agenda to include new sections for announcements and reporting of Council Member's respective boards be agendized for a future meeting and received a second from Council Member Hunt.

Council Member Heft

Council Member Heft thanked Mayor Pro Tempore Sedgwick for his kind words and also shared her appreciation for Council Member Gilbert.

9. CLOSED SESSION**ANNOUNCEMENT OF CLOSED SESSION ITEM(S)**

The City Council convened into Closed Session, in the City Council Chamber, City Hall, Laguna Hills Civic Center, to consider the following matter(s):

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - CONTINUED

Pursuant to Government Code Section 54957(b)(1)

Public Employee Title: City Manager - Annual Performance Evaluation - Continued

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (3) of subdivision (e) of Government Code Section 54956.9: (1 potential case: communication from a potential plaintiff threatening litigation).

PUBLIC COMMENTS ON CLOSED SESSION ITEM(S)

There were no public comments on closed session item(s).

Mayor Pezold recessed the City Council meeting at 9:26 p.m.

CONVENE INTO CLOSED SESSION

The City Council convened into Closed session at 9:35 p.m.

RECONVENE TO CITY COUNCIL CHAMBER

Mayor Pezold reconvened the City Council Meeting at 11:30 p.m. Mayor Pro Tempore Sedgwick was present via teleconference and all other Council Members were present in chamber.

CLOSED SESSION REPORT

City Attorney Simonian reported that the City Council convened into Closed Session pursuant to the authorities listed on the Agenda with no reportable action taken.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Pezold declared the meeting adjourned at 11:31 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Erica Pezold, Mayor

Approved at meeting of January 12, 2021

Attachment: 201208 CC Minutes (2283 : Approval of Minutes for December 8, 2020, Regular Meeting)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 12, 2021
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for December 22, 2020, 2:00 P.M., Special Meeting

RECOMMENDATION: That the City Council approve the Minutes for the December 22, 2020, 2:00 p.m., Special Meeting.

ATTACHMENTS:

- 201222 2PM CC Special Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL**

**SPECIAL MEETING
MINUTES**

Tuesday, December 22, 2020 – 2:00 PM

CALL TO ORDER

The meeting was called to order at 2:07 p.m. by Mayor Pezold.

PLEDGE OF ALLEGIANCE: Council Member Heft

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Mayor	Present	
Don Sedgwick	Mayor Pro Tempore	Absent	
Janine Heft	Council Member	Present	
Bill Hunt	Council Member	Remote	
Dave Wheeler	Council Member	Remote	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of California Government Code Section 54956.9: (1 potential case).

Consideration of authorizing the City Attorney to join in an amicus brief supporting Orange County Sheriff Don Barnes' challenge to the order issued on December 11, 2020 (in the case entitled Cynthia Campbell et al. vs. Don Barnes, in his official capacity as Sheriff of Orange County, California, Orange County Superior Court Case No. 30-2020-01141117-CU-WM-CXC), ordering the reduction of the Orange County Jail inmate population by fifty percent (50%) in all congregated living areas.

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no public comments on closed session item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM OR COUNCIL CHAMBER

Attachment: 201222 2PM CC Special Minutes (2292 : Approval of Minutes for December 22, 2020, 2:00 P.M., Special Meeting)

CONVENE INTO CLOSED SESSION

The City Council convened into Closed Session to consider the matter(s) listed above.

RECONVENE TO CITY COUNCIL CHAMBER

The City Council reconvened the City Council Meeting at 2:42 p.m. Mayor Pezold and Council Member Heft were present. Council Members Hunt and Wheeler were present via teleconference.

CLOSED SESSION REPORT**A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of California Government Code Section 54956.9: (1 potential case).

Consideration of authorizing the City Attorney to join in an amicus brief supporting Orange County Sheriff Don Barnes' challenge to the order issued on December 11, 2020 (in the case entitled Cynthia Campbell et al. vs. Don Barnes, in his official capacity as Sheriff of Orange County, California, Orange County Superior Court Case No. 30-2020-01141117-CU-WM-CXC), ordering the reduction of the Orange County Jail inmate population by fifty percent (50%) in all congregated living areas.

City Attorney Simonian stated that the City Council convened into closed session this afternoon pursuant to the authorities listed on the Agenda. He further stated that as a result of today's closed session the City Council voted 4-0-1 (Mayor Pro Tempore Sedgwick absent) authorizing the City Attorney to join in the amicus brief to be filed by the City of Newport Beach in support of Orange County Sheriff Don Barnes' challenge to the adverse trial court ruling. The facts, circumstances and the nature of the brief, once prepared will be available to interested members of the public by request through the City Clerk's office.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Pezold declared the meeting adjourned at 2:45 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Erica Pezold, Mayor

Approved at meeting of January 12, 2021

Attachment: 201222 2PM CC Special Minutes (2292 : Approval of Minutes for December 22, 2020, 2:00 P.M., Special Meeting)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 12, 2021
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for December 22, 2020, 6:00 P.M., Special Meeting

RECOMMENDATION: That the City Council approve the Minutes for the December 22, 2020, 6:00 p.m., Special Meeting.

ATTACHMENTS:

- 201222 6PM CC Special Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL**

**SPECIAL MEETING
MINUTES**

Tuesday, December 22, 2020 – 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:00 p.m. by Mayor Pezold.

PLEDGE OF ALLEGIANCE: Council Member Hunt

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Mayor	Present	
Don Sedgwick	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Present	
Bill Hunt	Council Member	Present	
Dave Wheeler	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - CONTINUED

Pursuant to Government Code Section 54957(b)(1)

Public Employee Title: City Manager-Annual Performance Evaluation

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (3) of subdivision (e) of Government Code Section 54956.9: (1 potential case: communication from a potential plaintiff threatening litigation).

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no public comments on closed session item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM OR COUNCIL CHAMBER

CONVENE INTO CLOSED SESSION

The City Council convened into Closed Session to consider the matter(s) listed above.

RECONVENE TO CITY COUNCIL CHAMBER

The City Council reconvened the City Council Meeting at 7:30 p.m. All members of the City Council were present.

CLOSED SESSION REPORT**A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - CONTINUED**

Pursuant to Government Code Section 54957(b)(1)
Public Employee Title: City Manager-Annual Performance Evaluation

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (3) of subdivision (e) of Government Code Section 54956.9: (1 potential case: communication from a potential plaintiff threatening litigation).

City Attorney Simonian stated that the City Council convened into closed session this evening pursuant to the authorities listed on the Agenda. There was no reportable action taken.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Pezold declared the meeting adjourned at 7:31 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Erica Pezold, Mayor

Approved at meeting of January 12, 2021



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 12, 2021
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of January 12, 2021, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from November 26, 2020, to December 31, 2020, in the amount of \$1,866,424.14.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from November 26, 2020, to December 31, 2020, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - January 12, 2021
- Warrant Register, Payables Detail Report - January 12, 2021



City of Laguna Hills, CA

Warrant Register - January 12, 2021

By Check Number

Date Range: 11/26/2020 - 12/31/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8818681	A-0317	ABRAHAM, MICHAEL	12/03/2020	3,300.00
8818682	A-0138	ALL CITY MANAGEMENT, INC.	12/03/2020	8,455.56
8818683	C-1208	COMET ELECTRIC, INC.	12/03/2020	18,747.30
8818684	C-0023	COX COMMUNICATION	12/03/2020	614.79
8818685	G-0843	GRIEGO-SANDS, CINDY	12/03/2020	38.47
8818686	Z-CD-0278	GRONAU, RAY	12/03/2020	510.00
8818687	H-0934	HOME DEPOT	12/03/2020	344.37
8818688	Z-CS-0079	MCCLELLAN, ANN-MARIE	12/03/2020	500.00
8818689	O-1546	OFFICE SOLUTIONS	12/03/2020	80.13
8818690	Z-CS-0360	PORTER, MARIAN	12/03/2020	164.00
8818691	S-1949	SMART & FINAL	12/03/2020	65.57
8818692	Z-CD-0220	SOLAR OPTIMUM, INC.	12/03/2020	269.21
8818693	Z-CS-0358	TORRES, BERTHA	12/03/2020	500.00
8818694	G-0857	GALLS, LLC	12/07/2020	85,048.28
8818695	A-0376	ABLE BUILDING MAINTENANCE	12/10/2020	375.00
8818696	A-0317	ABRAHAM, MICHAEL	12/10/2020	225.00
8818697	B-0432	BARTEL ASSOCIATES, LLC	12/10/2020	1,400.00
8818698	B-0304	BEE MAN, THE	12/10/2020	395.25
8818699	B-0437	BRINKS, INCORPORATED	12/10/2020	156.65
8818700	C-1177	CANON FINANCIAL SERVICES, INC.	12/10/2020	1,081.22
8818701	C-1144	CHARLES ABBOTT ASSOCIATES, INC	12/10/2020	18,947.84
8818702	C-0303	CITY CLERKS ASSOC. OF CA	12/10/2020	55.00
8818703	C-1096	CODE PUBLISHING COMPANY, INC.	12/10/2020	681.25
8818704	C-1139	COMPLETE OFFICE OF CALIFORNIA	12/10/2020	1,256.49
8818705	C-0023	COX COMMUNICATION	12/10/2020	851.98
8818706	C-1122	CROSTOWN ELECTRICAL & DATA, INC.	12/10/2020	4,872.80
8818707	D-0461	DATA TICKET, INC.	12/10/2020	237.20
8818708	D-0561	DOCU-TRUST LAGUNA VAULT	12/10/2020	75.00
8818709	E-0554	ECONOMICS, INC.	12/10/2020	9,072.61
8818710	E-0504	EL TORO WATER DISTRICT	12/10/2020	15,694.39
8818711	E-0600	EWING IRRIGATION PRODUCTS, INC	12/10/2020	117.83
8818712	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	12/10/2020	1,388.00
8818713	H-0829	HARTZOG & CRABILL, INC.	12/10/2020	9,916.39
8818714	H-0804	HINDERLITER, DE LLAMAS & ASSOC., INC.	12/10/2020	28,069.34
8818715	I-0942	IRVINE RANCH WATER DISTRICT	12/10/2020	136.35
8818716	L-1381	LEE, JENNIFER	12/10/2020	150.00
8818717	Z-CS-0357	MARTINOVIC, MIODRAG	12/10/2020	500.00
8818718	M-1302	MOULTON NIGUEL WATER DISTRICT	12/10/2020	26,954.84
8818719	N-1474	NIEVES LANDSCAPE, INC.	12/10/2020	84,623.00
8818720	C-1008	NPDES OC TREASURER-TAX COLLECTOR	12/10/2020	70,125.91
8818721	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	12/10/2020	1,620.60
8818722	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	12/10/2020	1,071.50
8818723	Q-1717	QUADIENT FINANCE USA, INC.	12/10/2020	1,000.00
8818724	R-1881	R.E.S.S.	12/10/2020	71.76
8818725	Z-CS-0359	REZA, MIRIAM	12/10/2020	500.00
8818726	R-1977	RJ ELECTRIC	12/10/2020	180.00
8818727	R-1813	RPW SERVICES, INC.	12/10/2020	405.00
8818728	S-1902	SAN DIEGO GAS & ELECTRIC	12/10/2020	9,762.34
8818729	S-1904	SOUTHERN CALIFORNIA EDISON	12/10/2020	106.71
8818730	S-1940	STATE WATER RESOURCES CONTROL BOARD	12/10/2020	16,193.00
8818731	S-2095	STONE IMAGERY	12/10/2020	538.75
8818732	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	12/10/2020	12,602.76
8818733	W-2302	THOMSON REUTERS - WEST	12/10/2020	533.22

Attachment: Warrant Register - January 12, 2021 (2297 : Warrant Register, January 12, 2021)

Warrant Register - January 12, 2021

Date Range: 11/26/2020 - 12/31/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8818734	T-2698	TPX COMMUNICATIONS	12/10/2020	546.75
8818735	T-2656	TYLER TECHNOLOGIES, INC.	12/10/2020	16,781.88
8818736	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	12/10/2020	148.69
8818737	V-2249	US BANK VOYAGER FLEET SYSTEM	12/10/2020	530.19
8818738	V-2224	VERIZON WIRELESS	12/10/2020	717.11
8818739	V-2251	VIZUAL SYMPHONY, INC.	12/10/2020	9,637.52
8818740	W-2337	WEST COAST ARBORISTS, INC.	12/10/2020	8,359.60
8818741	W-2448	WEST GATE CONTRACTOR	12/10/2020	8,000.00
8818742	Z-CD-0241	ABOVE IT ALL ROOFING INC	12/17/2020	810.00
8818743	Z-CD-0130	BIENEK, DAVID	12/17/2020	780.00
8818744	B-0440	BUCKNAM INFRASTRUCTURE GROUP, INC.	12/17/2020	5,457.50
8818745	C-1139	COMPLETE OFFICE OF CALIFORNIA	12/17/2020	107.49
8818746	C-0023	COX COMMUNICATION	12/17/2020	195.86
8818747	C-1122	CROSSTOWN ELECTRICAL & DATA, INC.	12/17/2020	39,540.19
8818748	E-0544	ECONOLITE SYSTEMS, INC	12/17/2020	2,997.00
8818749	Z-CD-0283	FBR CONSTRUCTION	12/17/2020	210.00
8818750	Z-CD-0251	HOYT ROOFS INC	12/17/2020	720.00
8818751	H-0960	HR GREEN PACIFIC, INC.	12/17/2020	7,952.00
8818752	I-0983	INTERWEST CONSULTING GROUP, INC.	12/17/2020	43,750.00
8818753	I-0960	IRV SEAVER MOTORCYCLES	12/17/2020	294.28
8818754	J-1071	JCTEES.COM CORPORATION	12/17/2020	279.23
8818755	K-1196	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	12/17/2020	6,100.00
8818756	M-1388	MOBILE MINI, INC.	12/17/2020	82.97
8818757	C-1008	NPDES OC TREASURER-TAX COLLECTOR	12/17/2020	9,296.92
8818758	O-1546	OFFICE SOLUTIONS	12/17/2020	80.34
8818759	Z-CD-0203	PACIFIC CREST ROOFING	12/17/2020	4,140.00
8818760	P-1834	PLACEWORKS, INC.	12/17/2020	17,081.18
8818761	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	12/17/2020	991.30
8818762	R-1976	REAL ESTATE CONSULTING & SERVICES, INC.	12/17/2020	1,800.00
8818763	S-2296	SHUTE, MIHALY WEINBERGER LLP	12/17/2020	298.80
8818764	Z-CD-0286	SIRAGUSA, GERI	12/17/2020	500.00
8818765	S-1904	SOUTHERN CALIFORNIA EDISON	12/17/2020	3,881.48
8818766	S-1940	STATE WATER RESOURCES CONTROL BOARD	12/17/2020	14,984.00
8818767	Z-CD-0284	THE HOME DEPOT AT-HOME SERVICES	12/17/2020	246.74
8818768	Z-CD-0285	THE LOFTCRAFTERS, INC.	12/17/2020	100.00
8818769	V-2249	US BANK VOYAGER FLEET SYSTEM	12/17/2020	152.67
8818770	W-2337	WEST COAST ARBORISTS, INC.	12/17/2020	539.20
8818771	A-0365	AT&T - CALNET 3	12/23/2020	244.35
8818772	B-0431	BMI	12/23/2020	364.00
8818773	Z-CD-0028	BRIGHT LIFE SOLAR	12/23/2020	398.63
8818774	C-1177	CANON FINANCIAL SERVICES, INC.	12/23/2020	851.51
8818775	C-1179	CANON SOLUTIONS AMERICA	12/23/2020	15.46
8818776	C-1203	CHRISTMAS KINGS, THE	12/23/2020	49,855.00
8818777	C-0023	COX COMMUNICATION	12/23/2020	855.02
8818778	G-0862	GRANICUS	12/23/2020	4,853.52
8818779	H-0960	HR GREEN PACIFIC, INC.	12/23/2020	26,866.18
8818780	K-1193	KOSMONT COMPANIES	12/23/2020	5,973.50
8818781	M-1600	MERCY HOUSE LIVING CENTERS, INC.	12/23/2020	675.00
8818782	M-1355	MMASC LOCC- OC DIVISION	12/23/2020	90.00
8818783	R-1967	RUSSELL, RICHARD WYATT	12/23/2020	2,652.80
8818784	S-2250	SPARKLETTS	12/23/2020	126.39
8818785	W-2377	WILLDAN ENGINEERING	12/23/2020	294.00
8818786	Z-CS-0319	ZAMARRIPA, JOSE	12/23/2020	500.00
8818787	A-0138	ALL CITY MANAGEMENT, INC.	12/30/2020	4,773.30
8818788	G-0862	GRANICUS	12/30/2020	1,185.25
8818789	R-1977	RJ ELECTRIC	12/30/2020	2,700.00
8818790	A-0365	AT&T - CALNET 3	12/31/2020	22.88
8818791	B-0304	BEE MAN, THE	12/31/2020	155.00
8818792	C-1133	CALIFORNIA YELLOW CAB	12/31/2020	224.00
8818793	C-1209	CLIFTONLARSONALLEN LLP	12/31/2020	2,000.00
8818794	C-0023	COX COMMUNICATION	12/31/2020	438.21

Attachment: Warrant Register - January 12, 2021 (2297 : Warrant Register, January 12, 2021)

Warrant Register - January 12, 2021

Check Number	Vendor Number	Vendor Name
8818795	C-1122	CROSSTOWN ELECTRICAL & DATA, INC.
8818796	G-0710	GOV'T FINANCE OFFICERS ASSN
8818797	H-0829	HARTZOG & CRABILL, INC.
8818798	J-1057	JAMEY CLARK, INC.
8818800	G-0709	JOE A. GONSALVES & SON
8818801	N-1474	NIEVES LANDSCAPE, INC.
8818802	R-1977	RJ ELECTRIC
8818803	S-1902	SAN DIEGO GAS & ELECTRIC
8818804	S-1904	SOUTHERN CALIFORNIA EDISON
8818805	R-1801	WOODRUFF, SPRADLIN & SMART
8818806	J-1087	JCOS DEVELOPMENT INC

Date Range: 11/26/2020 - 12/31/2020

Payment Date	Payment Amount
12/31/2020	4,872.80
12/31/2020	530.00
12/31/2020	6,442.04
12/31/2020	2,350.00
12/31/2020	2,900.00
12/31/2020	84,508.00
12/31/2020	275.00
12/31/2020	24,557.93
12/31/2020	13,312.52
12/31/2020	68,592.42
12/31/2020	92,888.15
Total Regular:	1,056,016.41

Attachment: Warrant Register - January 12, 2021 (2297 : Warrant Register, January 12, 2021)

Warrant Register - January 12, 2021

Date Range: 11/26/2020 - 12/31/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0001425	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	12/11/2020	691,449.71
DFT0001426	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	12/11/2020	83,107.71
DFT0001435	B-0276	BANK OF AMERICA VISA CARD	12/15/2020	53.87
DFT0001436	B-0276	BANK OF AMERICA VISA CARD	12/15/2020	119.88
DFT0001437	B-0276	BANK OF AMERICA VISA CARD	12/15/2020	407.33
DFT0001438	B-0276	BANK OF AMERICA VISA CARD	12/15/2020	1,363.44
DFT0001439	B-0276	BANK OF AMERICA VISA CARD	12/15/2020	297.08
DFT0001440	B-0276	BANK OF AMERICA VISA CARD	12/15/2020	2,490.68
DFT0001441	B-0276	BANK OF AMERICA VISA CARD	12/04/2020	14,739.42
DFT0001442	B-0276	BANK OF AMERICA VISA CARD	12/04/2020	12,314.83
DFT0001454	B-0276	BANK OF AMERICA VISA CARD	12/30/2020	555.56
DFT0001455	B-0276	BANK OF AMERICA VISA CARD	12/30/2020	734.81
DFT0001456	B-0276	BANK OF AMERICA VISA CARD	12/30/2020	295.00
DFT0001457	B-0276	BANK OF AMERICA VISA CARD	12/30/2020	2,478.41
Total Bank Draft:				810,407.73

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	155	125	0.00	1,056,016.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	14	14	0.00	810,407.73
EFT's	0	0	0.00	0.00
	169	139	0.00	1,866,424.14

Attachment: Warrant Register - January 12, 2021 (2297 : Warrant Register, January 12, 2021)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	155	125	0.00	1,056,016.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	14	14	0.00	810,407.73
EFT's	0	0	0.00	0.00
	169	139	0.00	1,866,424.14

Fund Summary

Fund	Name	Period	Amount
998	POOL	12/2020	1,866,424.14
			1,866,424.14



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 11/26/2020 - 12/31/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
12/03/2020	COMET ELECTRIC, INC.	1	CIP 112, Progress Payment #1	100-000-201001	(986.70)
12/03/2020	COMET ELECTRIC, INC.	1	CIP 112, Progress Payment #1	100-600-790600	19,734.00
12/03/2020	COX COMMUNICATION	111820	T-1 Line, Nov '20	100-195-630000	402.98
12/03/2020	COX COMMUNICATION	111920	Cable, City Hall, Nov '20	100-195-630000	32.19
12/03/2020	COX COMMUNICATION	112020	WiFi, City Hall, Nov '20	100-195-630000	179.62
12/03/2020	GRIEGO-SANDS, CINDY	120320	Mileage Reimbursement, Gen Gov,	100-155-613000	38.47
			9/28/20 - 11/24/20		
12/03/2020	ABRAHAM, MICHAEL	20102	Professional Services, Nov '20	100-195-720050	3,300.00
12/03/2020	SMART & FINAL	3831400013904	Operating & Office Supplies, Nov '20	100-155-622000	29.88
12/03/2020	SMART & FINAL	3831400013904	Operating & Office Supplies, Nov '20	100-195-620000	26.71
12/03/2020	SMART & FINAL	3831400013904	Operating & Office Supplies, Nov '20	100-195-622000	8.98
12/03/2020	ALL CITY MANAGEMENT, INC.	68472	Crossing Guard Services, 11/1/20 -	100-420-720822	4,818.76
			11/14/20		
12/03/2020	HOME DEPOT	8051555	Rooted Campaign Event, Oct '20	100-310-695500	120.53
12/03/2020	HOME DEPOT	8084168	Rooted Campaign Event, Oct '20	100-310-695500	137.75
12/03/2020	HOME DEPOT	8612716	Rooted Campaign Event, Oct '20	100-310-695500	86.09
12/03/2020	GRONAU, RAY	CD-0636-BLDR-0548-202	Refund, C&D Deposit, R #7646	100-000-227001	510.00
12/03/2020	SOLAR OPTIMUM, INC.	CD-0637-ELER-0585-202	Refund, Permit Fees, R #8017	100-000-442000	269.21
12/03/2020	PORTER, MARIAN	CSPCOV-0053	Refund, Program Fee, R	100-000-451000	164.00
12/03/2020	MCCLELLAN, ANN-MARIE	FRDCOV-0061	Refund, Facility Deposit, R	100-000-222000	500.00
			#1033936.002		
12/03/2020	TORRES, BERTHA	FRDCOV-0062	Refund, Facility Deposit, R	100-000-222000	500.00
			#1034263.002		
12/03/2020	OFFICE SOLUTIONS	I-01816873	Operating Supplies, Nov '20	100-195-622000	80.13
12/10/2020	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER	0000499254	Legal Advertising, Oct-Nov '20	100-155-624001	1,620.60
12/10/2020	TYLER TECHNOLOGIES, INC.	025-315277	Annual Maintenance, Incode	100-195-720050	16,781.88
			Software, 01/21 - 12/21		
12/10/2020	DOCU-TRUST LAGUNA VAULT	041571	Offsite Data Storage, Nov '20	100-155-700030	75.00
12/10/2020	BEE MAN, THE	109793	Bee Removal, Public Services, Jun '20	100-355-720701	395.25
12/10/2020	COX COMMUNICATION	110520	T-1 Line, Nov '20	100-195-630000	851.98
12/10/2020	QUADIENT FINANCE USA, INC.	111720	Postage Replenishment, Nov '20	100-195-625000	1,000.00
12/10/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	1120200370	Street Maintenance, Nov '20	100-355-720400	97.45
12/10/2020	BRINKS, INCORPORATED	11389942	Courier Fee, Armored Transport, Dec '20	100-155-625000	156.65
12/10/2020	DATA TICKET, INC.	119607	Process Fee, Parking Citations, Nov	100-420-720823	237.20
12/10/2020	IRVINE RANCH WATER DISTRICT	120320	Water Usage, Public Services, Nov	100-355-635000	136.35
12/10/2020	LEE, JENNIFER	120420	LOCC Training Reimbursement, Dec	100-155-611000	150.00
12/10/2020	SOUTHERN CALIFORNIA EDISON	121020	Street Lights, Traffic Control, Nov '20	100-355-631000	66.74
12/10/2020	SOUTHERN CALIFORNIA EDISON	121020	Street Lights, Traffic Control, Nov '20	100-355-631400	39.97
12/10/2020	SAN DIEGO GAS & ELECTRIC	121020	Street Lights, Traffic Control, Nov '20	100-355-631400	9,762.34
12/10/2020	EL TORO WATER DISTRICT	121020	Water Usage, Public Services, Nov	100-355-635000	15,694.39
12/10/2020	MOULTON NIGUEL WATER DISTRICT	121020	Water Usage, Public Services, Nov	100-355-635000	21,186.99
12/10/2020	MOULTON NIGUEL WATER DISTRICT	121020A	Water Usage, Public Services & Com	100-310-635100	790.49
			Ctr, Oct '20		
12/10/2020	MOULTON NIGUEL WATER DISTRICT	121020A	Water Usage, Public Services & Com	100-355-635000	4,977.36
			Ctr, Oct '20		
12/10/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	123079A	Street Sweeping Services, Nov '20	100-355-720410	12,394.68
12/10/2020	EWING IRRIGATION PRODUCTS, INC	13047437	Landscape Maint, Public Services, Nov '20	100-355-720700	117.83
12/10/2020	TPX COMMUNICATIONS	137012367-0	Communications Expense, Dec '20	100-195-630000	546.75
12/10/2020	WEST COAST ARBORISTS, INC.	166425	Tree Trimming Services, Oct '20	100-355-720702	8,359.60

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Payment Dates: 11/26/2020 - 12/31/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
12/10/2020	WEST GATE CONTRACTOR	19	Graffiti Removal, Public Services, Nov '20	100-355-720500	8,000.00
12/10/2020	HARTZOG & CRABILL, INC.	20-0634	Traffic Signal Mgmt Services, Oct - Nov '20	100-355-700101	6,122.50
12/10/2020	HARTZOG & CRABILL, INC.	20-0675	Traffic Sig Mgmt Svcs, CIP 168-G, CIP 112, Oct '20	100-355-700101	3,231.39
12/10/2020	HARTZOG & CRABILL, INC.	20-0675	Traffic Sig Mgmt Svcs, CIP 168-G, CIP 112, Oct '20	100-600-790600	500.00
12/10/2020	HARTZOG & CRABILL, INC.	20-0675	Traffic Sig Mgmt Svcs, CIP 168-G, CIP 112, Oct '20	100-600-790600	62.50
12/10/2020	ABRAHAM, MICHAEL	20101	Professional Services, Oct '20	100-195-720050	225.00
12/10/2020	BARTEL ASSOCIATES, LLC	20-1077	Professional Services - GASB 68	100-155-700051	1,400.00
12/10/2020	CANON FINANCIAL SERVICES, INC.	22143692	Lease - Copier, Comm Ctr, 11/1/20 - 11/30/20	100-195-641200	279.86
12/10/2020	CANON FINANCIAL SERVICES, INC.	22143693	Lease - Copier, City Hall, 11/1/20 - 11/30/20	100-195-641200	483.54
12/10/2020	CANON FINANCIAL SERVICES, INC.	22143694	Lease - Copier, New Admin Copier, 11/1 - 11/30/20	100-195-641200	317.82
12/10/2020	RPW SERVICES, INC.	22258	Rodent Control, Public Services, Oct '20	100-355-720700	405.00
12/10/2020	COMPLETE OFFICE OF CALIFORNIA	2515944-0	Computer Supplies, Dec '20	100-195-621000	538.70
12/10/2020	STONE IMAGERY	26076	Office Supplies, Dec '20	100-155-620000	538.75
12/10/2020	CROSSTOWN ELECTRICAL & DATA,	4296-20-011	Traffic Signal Maintenance, Nov '20	100-355-720420	4,872.80
12/10/2020	RJ ELECTRIC	59264	Parks Contract Repair, Comm Ctr, Dec '20	100-355-720701	180.00
12/10/2020	CHARLES ABBOTT ASSOCIATES, INC	61854	Road Maintenance, Nov '20	100-355-720400	18,947.84
12/10/2020	CODE PUBLISHING COMPANY, INC.	68389	Municipal Code Update, Nov '20	100-155-700030	681.25
12/10/2020	NIEVES LANDSCAPE, INC.	68575	Monthly and Misc Landscape, Nov	100-355-720700	84,508.00
12/10/2020	NIEVES LANDSCAPE, INC.	68763	Monthly and Misc Landscape, Nov	100-355-720700	115.00
12/10/2020	R.E.S.S.	74413	Flag Replacement, Dec '20	100-195-622000	71.76
12/10/2020	THOMSON REUTERS - WEST	843244778	Subscription, City Clerk, Oct '20	100-155-626000	266.61
12/10/2020	THOMSON REUTERS - WEST	843409969	Subscription, City Clerk, Nov '20	100-155-626000	266.61
12/10/2020	US BANK VOYAGER FLEET SYSTEM	869321901048 GENGOV:	Vehicle Fuel, Nov '20	100-155-613100	113.53
12/10/2020	US BANK VOYAGER FLEET SYSTEM	869321927048 COMSVCS	Vehicle Fuel, Nov '20	100-310-613100	235.36
12/10/2020	US BANK VOYAGER FLEET SYSTEM	869322040048 PUBWKS	Vehicle Fuel, Nov '20	100-355-613100	175.30
12/10/2020	US BANK VOYAGER FLEET SYSTEM	869322040048 PUBWKS	Vehicle Fuel, Nov '20	100-355-646100	6.00
12/10/2020	CITY CLERKS ASSOC. OF CA	8966	Annual Membership Dues, JL	100-155-610000	55.00
12/10/2020	VERIZON WIRELESS	9867823462	Communication Expense, Nov '20	100-195-630000	717.11
12/10/2020	UNDERGROUND SERVICE ALERT OF	dsb20196606	Street Maintenance, Nov '20	100-355-720400	51.24
12/10/2020	SOUTHERN CALIFORNIA				
12/10/2020	REZA, MIRIAM	FRDCOV-0063	Refund, Facility Deposit, R #1032942.002	100-000-222000	500.00
12/10/2020	MARTINOVIC, MIODRAG	FRDCOV-0064	Refund, Facility Deposit, R #1034006.002	100-000-222000	500.00
12/10/2020	PARKING VIOLATIONS OC	NOV 20	Parking Fee Surcharge, Nov '20	100-420-720823	1,071.50
12/10/2020	TREASURER-TAX COLLECTOR				
12/10/2020	NPDES OC TREASURER-TAX	PW210319	Annual NPDES Cost, CIP #410	100-600-790600	70,125.91
12/10/2020	COLLECTOR				
12/10/2020	FINGERPRINT ID (AFIS) LAW ENF. -	SH 58025	Fingerprint ID System Charges, Dec	100-420-720835	1,388.00
12/10/2020	COUNTY OF ORANGE				
12/10/2020	HINDERLITER, DE LLAMAS & ASSOC.,	SIN004668	Sales Tax 4th Qtr, Audit Sales 2nd Qtr	100-155-700052	28,069.34
12/10/2020	INC.				
12/10/2020	STATE WATER RESOURCES CONTROL	WD-0180477	Annual Permit Fees, Public Services,	100-600-790600	16,193.00
12/10/2020	BOARD		CIP 410		
12/11/2020	OCSO LAW ENFORCEMENT	SH 57995	Law Enforcement Services, Dec '20	100-420-720800	691,449.71
12/11/2020	CONTRACT, OC TREASURER-TAX				
12/15/2020	BANK OF AMERICA VISA CARD	112020 COMDEV	Departmental Expenditure, Nov '20	100-225-646100	297.08
12/15/2020	BANK OF AMERICA VISA CARD	112020 COMSVCS	Departmental Expenditure, Nov '20	100-195-940000	140.06
12/15/2020	BANK OF AMERICA VISA CARD	112020 COMSVCS	Departmental Expenditure, Nov '20	100-310-610000	128.22
12/15/2020	BANK OF AMERICA VISA CARD	112020 COMSVCS	Departmental Expenditure, Nov '20	100-310-624500	100.00
12/15/2020	BANK OF AMERICA VISA CARD	112020 COMSVCS	Departmental Expenditure, Nov '20	100-310-646100	29.06
12/15/2020	BANK OF AMERICA VISA CARD	112020 COMSVCS	Departmental Expenditure, Nov '20	100-310-695502	9.99
12/15/2020	BANK OF AMERICA VISA CARD	112020 GENG0V1	Departmental Expenditure, Nov '20	100-155-626000	53.87

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Payment Dates: 11/26/2020 - 12/31/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
12/15/2020	BANK OF AMERICA VISA CARD	112020 POLSVCS	Departmental Expenditure, Nov '20	100-420-622000	84.41
12/15/2020	BANK OF AMERICA VISA CARD	112020 PUBSVCS	Departmental Expenditure, Nov '20	100-355-611000	40.00
12/15/2020	BANK OF AMERICA VISA CARD	112020 PUBSVCS	Departmental Expenditure, Nov '20	100-355-720701	1,323.44
12/17/2020	COX COMMUNICATION	112820	WiFi, Community Center, Nov '20	100-195-630000	195.86
12/17/2020	SOUTHERN CALIFORNIA EDISON	121620	Street Lights, Traffic Control, Nov '20	100-355-631900	3,881.48
12/17/2020	HR GREEN PACIFIC, INC.	140003	Inspection Traffic Signal, CIP #112, Nov '20	100-600-790600	2,840.00
12/17/2020	WEST COAST ARBORISTS, INC.	166835	Tree Trimming Services, Nov '20	100-355-720702	539.20
12/17/2020	IRV SEAVER MOTORCYCLES	20202571	Motorcycle Maintenance, Police Svcs, Dec '20	100-420-646100	294.28
12/17/2020	SHUTE, MIHALY WEINBERGER LLP	270445	Professional Services, Legal, Sep '20	100-155-700011	126.80
12/17/2020	SHUTE, MIHALY WEINBERGER LLP	270951	Professional Services, Legal, Oct '20	100-155-700011	172.00
12/17/2020	ECONOLITE SYSTEMS, INC	33067	Maintenance Agreement, 1/1/21 - 12/31/21	100-355-720420	2,997.00
12/17/2020	CROSTOWN ELECTRICAL & DATA,	3338 - 3363	Traffic Signal Maintenance, Nov '20	100-355-720420	39,540.19
12/17/2020	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-01.11	City Engineer Services, Nov '20	100-355-700100	5,457.50
12/17/2020	INTERWEST CONSULTING GROUP,	63153	Inspection Services, Jul '20	100-355-700255	5,000.00
12/17/2020	JCTEES.COM CORPORATION	6363	Operating Supplies, Community Services, Dec '19	100-310-622100	279.23
12/17/2020	INTERWEST CONSULTING GROUP,	64691	Inspection Services, Oct '20	100-355-700255	19,750.00
12/17/2020	INTERWEST CONSULTING GROUP,	65076	Inspection Services, Nov '20	100-355-700255	19,000.00
12/17/2020	US BANK VOYAGER FLEET SYSTEM	869322032048 POLSVCS	Vehicle Fuel, Nov '20	100-420-613100	152.67
12/17/2020	MOBILE MINI, INC.	9009566062	Storage Rental, Community Center, 12/1 - 12/28/20	100-310-641000	82.97
12/17/2020	ABOVE IT ALL ROOFING INC	CD-0638-BLDR-0573-202	Refund, C&D Deposit, R #7762	100-000-227001	810.00
12/17/2020	FBR CONSTRUCTION	CD-0639-BLDR-0066-201	Refund, C&D Deposit, R #6718	100-000-227001	210.00
12/17/2020	THE HOME DEPOT AT-HOME	CD-0640-BLDR-0443-202	Refund, Permit Fees, R #7144	100-000-221011	1.00
12/17/2020	THE HOME DEPOT AT-HOME	CD-0640-BLDR-0443-202	Refund, Permit Fees, R #7144	100-000-221012	4.00
12/17/2020	THE HOME DEPOT AT-HOME	CD-0640-BLDR-0443-202	Refund, Permit Fees, R #7144	100-000-442000	241.74
12/17/2020	HOYT ROOFS INC	CD-0641-BLDR-0487-202	Refund, C&D Deposit, R #7372	100-000-227001	720.00
12/17/2020	THE LOFTCRAFTERS, INC.	CD-0642-BLDR-0421-202	Refund, C&D Deposit, R #7817	100-000-227001	100.00
12/17/2020	PACIFIC CREST ROOFING	CD-0643-BLDR-0533-202	Refund, C&D Deposit, R #7547	100-000-227001	1,530.00
12/17/2020	PACIFIC CREST ROOFING	CD-0644-BLDR-0568-202	Refund, C&D Deposit, R #7775	100-000-227001	1,890.00
12/17/2020	PACIFIC CREST ROOFING	CD-0645-BLDR-0595-202	Refund, C&D Deposit, R #7910	100-000-227001	720.00
12/17/2020	SIRAGUSA, GERI	CD-0646-POOLR-0033-20	Refund, Pool Bond, R #7449	100-000-228001	500.00
12/17/2020	BIENEK, DAVID	CD-0647-BLDR-0480-202	Refund, C&D Deposit, R #7340	100-000-227001	780.00
12/17/2020	OFFICE SOLUTIONS	I-01822175	Office Supplies, Dec '20	100-195-620000	80.34
12/17/2020	NPDES OC TREASURER-TAX COLLECTOR	PW210234	South OC, Watershed Monitoring, CIP #410	100-600-790600	9,296.92
12/17/2020	STATE WATER RESOURCES CONTROL BOARD	SW-0205702	Annual Permit Fees, Public Services, CIP 410	100-600-790600	14,984.00
12/23/2020	AT&T - CALNET 3	000015713843	Alarm, Com Ctr & City Hall Lines, Dec '20	100-195-630000	155.57
12/23/2020	AT&T - CALNET 3	000015713843	Alarm, Com Ctr & City Hall Lines, Dec '20	100-310-630100	88.78
12/23/2020	WILLDAN ENGINEERING	00620252	Professional Services, Nov '20	100-000-223000	294.00
12/23/2020	WILLDAN ENGINEERING	00620252	Professional Services, Nov '20	100-000-442004	(294.00)
12/23/2020	WILLDAN ENGINEERING	00620252	Professional Services, Nov '20	100-225-700201	294.00
12/23/2020	COX COMMUNICATION	120620	T-1 Line, Dec '20	100-195-630000	855.02
12/23/2020	MMASC LOCC- OC DIVISION	120820	Annual Membership Dues	100-195-610000	90.00
12/23/2020	SPARKLETTES	12194330 120920	Operating Supplies, Comm Ctr, Dec	100-310-622005	59.69
12/23/2020	RUSSELL, RICHARD WYATT	122220	Contract Instructor Services, Tennis	100-310-721500	2,652.80
12/23/2020	GRANICUS	131756	Agenda Software, 10/1/20 -	100-195-720050	4,853.52
12/23/2020	HR GREEN PACIFIC, INC.	140115	Building Services, Community Development, Nov '20	100-225-700000	17,735.00
12/23/2020	HR GREEN PACIFIC, INC.	140116	Building Services, Community Development, Nov '20	100-225-700000	9,131.18
12/23/2020	CHRISTMAS KINGS, THE	20-5138	Special Events, Program Service, Holiday Lights	100-310-695500	49,855.00

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Payment Dates: 11/26/2020 - 12/31/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
12/23/2020	CANON FINANCIAL SERVICES, INC.	22255997	Lease - Copier, Comm Ctr, 12/1/20 - 12/31/20	100-195-641200	279.86
12/23/2020	CANON FINANCIAL SERVICES, INC.	22255998	Lease - Copier, City Hall, 12/1/20 - 12/31/20	100-195-641200	253.83
12/23/2020	CANON FINANCIAL SERVICES, INC.	22255999	Lease - Copier, New Admin Copier, 12/1 - 12/31/20	100-195-641200	317.82
12/23/2020	BMI	38869823	License Agreement, FY 20/21	100-310-611500	364.00
12/23/2020	CANON SOLUTIONS AMERICA	4034696274	Copier Usage, Community Services, Nov '20	100-195-641200	15.46
12/23/2020	SPARKLETTS	4228482 120420	Operating Supplies, Dec '20	100-195-622000	66.70
12/23/2020	MERCY HOUSE LIVING CENTERS, INC.	5003-20-10	Contract Services - Homelessness, Oct '20	100-310-720302	675.00
12/23/2020	BRIGHT LIFE SOLAR	CD-0648-ELER-0596-2020	Refund, Permit Fees, R #7987	100-000-221011	2.00
12/23/2020	BRIGHT LIFE SOLAR	CD-0648-ELER-0596-2020	Refund, Permit Fees, R #7987	100-000-221012	4.00
12/23/2020	BRIGHT LIFE SOLAR	CD-0648-ELER-0596-2020	Refund, Permit Fees, R #7987	100-000-442000	392.63
12/23/2020	ZAMARRIPA, JOSE	FRDCOV-0065	Refund, Facility Deposit, R #1033920.002	100-000-222000	500.00
12/30/2020	BANK OF AMERICA VISA CARD	122020 COMDEV	Departmental Expenditure, Dec '20	100-225-611000	2,080.00
12/30/2020	BANK OF AMERICA VISA CARD	122020 COMDEV	Departmental Expenditure, Dec '20	100-225-626000	398.41
12/30/2020	BANK OF AMERICA VISA CARD	122020 COMSVCS	Departmental Expenditure, Dec '20	100-195-940000	121.22
12/30/2020	BANK OF AMERICA VISA CARD	122020 COMSVCS	Departmental Expenditure, Dec '20	100-310-624500	69.73
12/30/2020	BANK OF AMERICA VISA CARD	122020 COMSVCS	Departmental Expenditure, Dec '20	100-310-646100	86.75
12/30/2020	BANK OF AMERICA VISA CARD	122020 COMSVCS	Departmental Expenditure, Dec '20	100-310-695502	9.99
12/30/2020	BANK OF AMERICA VISA CARD	122020 GENG0V1	Departmental Expenditure, Dec '20	100-155-622000	148.66
12/30/2020	BANK OF AMERICA VISA CARD	122020 GENG0V1	Departmental Expenditure, Dec '20	100-155-646100	406.90
12/30/2020	BANK OF AMERICA VISA CARD	122020 PUBSVCS	Departmental Expenditure, Dec '20	100-355-610000	80.00
12/30/2020	BANK OF AMERICA VISA CARD	122020 PUBSVCS	Departmental Expenditure, Dec '20	100-355-611000	215.00
12/30/2020	ALL CITY MANAGEMENT, INC.	68610	Crossing Guard Services, 11/15/20 - 11/28/20	100-420-720822	2,727.60
12/31/2020	AT&T - CALNET 3	000015708298	Traffic Signal, Public Services, Nov '20	100-355-630000	22.88
12/31/2020	BEE MAN, THE	112765	Bee Removal, Public Services, Dec '20	100-355-720701	155.00
12/31/2020	COX COMMUNICATION	121820	T-1 Line, Dec '20	100-195-630000	406.02
12/31/2020	COX COMMUNICATION	121820a	Cable, City Hall, Dec '20	100-195-630000	32.19
12/31/2020	SAN DIEGO GAS & ELECTRIC	122820	Street Lights, Traffic Control, Com Ctr, Dec '20	100-310-631100	4,172.76
12/31/2020	SAN DIEGO GAS & ELECTRIC	122820	Street Lights, Traffic Control, Com Ctr, Dec '20	100-355-631000	4,879.18
12/31/2020	SAN DIEGO GAS & ELECTRIC	122820	Street Lights, Traffic Control, Com Ctr, Dec '20	100-355-631400	12,142.01
12/31/2020	SAN DIEGO GAS & ELECTRIC	122820	Street Lights, Traffic Control, Com Ctr, Dec '20	100-355-631900	3,363.98
12/31/2020	SOUTHERN CALIFORNIA EDISON	123020	Street Lights, Traffic Control, Nov '20	100-355-631000	736.65
12/31/2020	SOUTHERN CALIFORNIA EDISON	123020	Street Lights, Traffic Control, Nov '20	100-355-631400	12,575.87
12/31/2020	JOE A. GONSALVES & SON	158698	Legislative Services, Jan '21	100-155-700020	2,900.00
12/31/2020	HARTZOG & CRABILL, INC.	20-0711	Traffic Sig Mgmt Svcs, CIP 168-I, CIP 112, Nov '20	100-355-700101	4,254.54
12/31/2020	HARTZOG & CRABILL, INC.	20-0711	Traffic Sig Mgmt Svcs, CIP 168-I, CIP 112, Nov '20	100-600-790600	1,437.50
12/31/2020	HARTZOG & CRABILL, INC.	20-0711	Traffic Sig Mgmt Svcs, CIP 168-I, CIP 112, Nov '20	100-600-790600	750.00
12/31/2020	CLIFTONLARSONALLEN LLP	2688476	Partial Audit Fees, 19/20	100-155-700051	2,000.00
12/31/2020	CROSSTOWN ELECTRICAL & DATA,	4296-20-012	Traffic Signal Maintenance, Dec '20	100-355-720420	4,872.80
12/31/2020	GOV'T FINANCE OFFICERS ASSN	5016	Certificate of Achievement Review Fee, FY2020	100-155-611000	530.00
12/31/2020	RJ ELECTRIC	59316	Parks Contract Repair, Comm Ctr, Dec '20	100-355-720701	275.00
12/31/2020	WOODRUFF, SPRADLIN & SMART	66920 - 66921	Professional Services Legal, Nov '20	100-155-700010	37,694.00
12/31/2020	WOODRUFF, SPRADLIN & SMART	66920 - 66921	Professional Services Legal, Nov '20	100-155-700011	242.00
12/31/2020	WOODRUFF, SPRADLIN & SMART	66920 - 66921	Professional Services Legal, Nov '20	100-155-700014	330.00
12/31/2020	NIEVES LANDSCAPE, INC.	68783	Monthly and Misc Landscape, Dec '20	100-355-720700	84,508.00
12/31/2020	JAMEY CLARK, INC.	72201	Park Repairs, Public Services, Dec '20	100-355-720701	2,350.00

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Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
12/31/2020	JCOS DEVELOPMENT INC	No. 1	Touchless Facility Upgrades, CIP 516	100-000-201001	(4,888.85)
Fund 100 - GENERAL FUND Total:					1,473,168.99

Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT

12/17/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	120220	Professional Services, Nov '20	101-000-223000	6,100.00
12/17/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	120220	Professional Services, Nov '20	101-000-450000	(6,100.00)
12/17/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	120220	Professional Services, Nov '20	101-225-700040	6,100.00
12/17/2020	PLACEWORKS, INC.	73891	Prof Services, Village at LH Expenses, Nov '20	101-000-223000	5,627.85
12/17/2020	PLACEWORKS, INC.	73891	Prof Services, Village at LH Expenses, Nov '20	101-000-450000	(5,627.85)
12/17/2020	PLACEWORKS, INC.	73891	Prof Services, Village at LH Expenses, Nov '20	101-225-700200	5,627.85
12/17/2020	PLACEWORKS, INC.	73896	Prof Services, Village at LH Expenses, Nov '20	101-000-223000	703.80
12/17/2020	PLACEWORKS, INC.	73896	Prof Services, Village at LH Expenses, Nov '20	101-000-450000	(703.80)
12/17/2020	PLACEWORKS, INC.	73896	Prof Services, Village at LH Expenses, Nov '20	101-225-700200	703.80
12/23/2020	KOSMONT COMPANIES	1911.5-013	Prof Services, Village at Laguna Hills, Nov '20	101-000-223000	5,973.50
12/23/2020	KOSMONT COMPANIES	1911.5-013	Prof Services, Village at Laguna Hills, Nov '20	101-000-450000	(5,973.50)
12/23/2020	KOSMONT COMPANIES	1911.5-013	Prof Services, Village at Laguna Hills, Nov '20	101-225-700000	5,973.50
12/31/2020	WOODRUFF, SPRADLIN & SMART	66920 - 66921	Professional Services Legal, Nov '20	101-000-223000	29,132.67
12/31/2020	WOODRUFF, SPRADLIN & SMART	66920 - 66921	Professional Services Legal, Nov '20	101-000-450000	(29,132.67)
12/31/2020	WOODRUFF, SPRADLIN & SMART	66920 - 66921	Professional Services Legal, Nov '20	101-225-700012	29,132.67
Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:					47,537.82

Fund: 221 - SENIOR MOBILITY PROGRAM

12/31/2020	CALIFORNIA YELLOW CAB	11406020	Senior Mobility Program, Nov '20	221-310-720000	224.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					224.00

Fund: 302 - CDBG GRANT

12/17/2020	PLACEWORKS, INC.	73395	Contract Services, Sep '20	302-225-720000	4,375.80
12/17/2020	PLACEWORKS, INC.	73673	Contract Services, Oct '20	302-225-720000	6,373.73
Fund 302 - CDBG GRANT Total:					10,749.53

Fund: 307 - C & D FORFEITED DEPOSITS

12/10/2020	ECONOMICS, INC.	2017-2018.41	Professional Services, Recycling Program, Nov '20	307-355-700000	9,072.61
Fund 307 - C & D FORFEITED DEPOSITS Total:					9,072.61

Fund: 430 - CARES Act Assistance - State

12/03/2020	ALL CITY MANAGEMENT, INC.	68472	Crossing Guard Services, 11/1/20 - 11/14/20	430-420-720822	3,636.80
12/04/2020	BANK OF AMERICA VISA CARD	120420 COMSVCS	Departmental Expenditure, Dec '20	430-420-622430	14,739.42
12/04/2020	BANK OF AMERICA VISA CARD	120420 POLSVCS	Departmental Expenditure, Dec '20	430-420-622000	9,729.04
12/04/2020	BANK OF AMERICA VISA CARD	120420 POLSVCS	Departmental Expenditure, Dec '20	430-420-622430	2,585.79
12/07/2020	GALLS, LLC	17143782	Supplies - Public Safety, COVID-19, Dec '20	430-420-622000	85,048.28
12/10/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	123079B	Pressure Washing Services, Nov '20	430-420-720000	208.08
12/10/2020	VIZUAL SYMPHONY, INC.	13929	AV Upgrade, Oct '20	430-420-940000	9,637.52
12/10/2020	COMPLETE OFFICE OF CALIFORNIA	2515924-0	Supplies - Public Safety, COVID-19, Dec '20	430-420-622000	717.79
12/10/2020	ABLE BUILDING MAINTENANCE	M1446792-IN	Contract Svcs, Janitorial & Sanitation, COVID-19	430-420-721505	375.00
12/15/2020	BANK OF AMERICA VISA CARD	112020 GENGOV2	Departmental Expenditure, Nov '20	430-420-940000	119.88
12/15/2020	BANK OF AMERICA VISA CARD	112020 POLSVCS	Departmental Expenditure, Nov '20	430-420-622000	1,079.76
12/15/2020	BANK OF AMERICA VISA CARD	112020 POLSVCS	Departmental Expenditure, Nov '20	430-420-622430	1,326.51

Attachment: Warrant Register, Payables Detail Report - January 12, 2021 (2297 : Warrant Register, January 12, 2021)

Warrant Register - Payables Detail Report

Payment Dates: 11/26/2020 - 12/31/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
12/17/2020	REAL ESTATE CONSULTING & SERVICES, INC.	13806	Contract Services - Public Safety, COVID-19	430-420-720000	1,800.00
12/17/2020	HR GREEN PACIFIC, INC.	140002	Inspection Touchless, CIP #516, Nov '20	430-000-790600	5,112.00
12/17/2020	PRINTEX PRINTING AND GRAPHICS INC.	21239 (1)	Printing - Public Safety, COVID-19, Dec '20	430-420-623000	991.30
12/17/2020	COMPLETE OFFICE OF CALIFORNIA	2515924-1	Supplies - Public Safety, COVID-19, Dec '20	430-420-622000	107.49
12/30/2020	BANK OF AMERICA VISA CARD	122020 COMSVCS	Departmental Expenditure, Dec '20	430-420-940000	447.12
12/30/2020	GRANICUS	134208	A/V Encoder Upgrade, Dec '20	430-420-940000	1,185.25
12/30/2020	RJ ELECTRIC	59292	A/V Lights for Remote Meetings, Dec '20	430-420-940000	2,700.00
12/30/2020	ALL CITY MANAGEMENT, INC.	68610	Crossing Guard Services, 11/15/20 - 11/28/20	430-420-720822	2,045.70
12/31/2020	WOODRUFF, SPRADLIN & SMART	66920 - 66921	Professional Services Legal, Nov '20	430-420-700010	1,012.00
12/31/2020	JCOS DEVELOPMENT INC	No. 1	Touchless Facility Upgrades, CIP 516	430-000-790600	97,777.00
Fund 430 - CARES Act Assistance - State Total:					242,381.73

Fund: 431 - CARES Act Assistance - County

12/11/2020	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 58046	OCSD, LEC Supplemental, LH-HOT 10/23 - 11/19/20	431-420-720833	83,107.71
Fund 431 - CARES Act Assistance - County Total:					83,107.71

Fund: 451 - LIABILITY SELF-INSURANCE

12/31/2020	WOODRUFF, SPRADLIN & SMART	66920 - 66921	Professional Services Legal, Nov '20	451-155-700011	181.75
Fund 451 - LIABILITY SELF-INSURANCE Total:					181.75

Fund: 600 - CAPITAL IMPROVEMENT PROJECT

12/03/2020	COMET ELECTRIC, INC.	1	CIP 112, Progress Payment #1	600-000-490100	(19,734.00)
12/03/2020	COMET ELECTRIC, INC.	1	CIP 112, Progress Payment #1	600-251-950112	19,734.00
12/10/2020	HARTZOG & CRABILL, INC.	20-0675	Traffic Sig Mgmt Svcs, CIP 168-G, CIP 112, Oct '20	600-000-490100	(62.50)
12/10/2020	HARTZOG & CRABILL, INC.	20-0675	Traffic Sig Mgmt Svcs, CIP 168-G, CIP 112, Oct '20	600-000-490100	(500.00)
12/10/2020	HARTZOG & CRABILL, INC.	20-0675	Traffic Sig Mgmt Svcs, CIP 168-G, CIP 112, Oct '20	600-251-950112	500.00
12/10/2020	HARTZOG & CRABILL, INC.	20-0675	Traffic Sig Mgmt Svcs, CIP 168-G, CIP 112, Oct '20	600-251-950168	62.50
12/10/2020	NPDES OC TREASURER-TAX COLLECTOR	PW210319	Annual NPDES Cost, CIP #410	600-000-490100	(70,125.91)
12/10/2020	NPDES OC TREASURER-TAX COLLECTOR	PW210319	Annual NPDES Cost, CIP #410	600-254-950410	70,125.91
12/10/2020	STATE WATER RESOURCES CONTROL BOARD	WD-0180477	Annual Permit Fees, Public Services, CIP 410	600-000-490100	(16,193.00)
12/10/2020	STATE WATER RESOURCES CONTROL BOARD	WD-0180477	Annual Permit Fees, Public Services, CIP 410	600-254-950410	16,193.00
12/17/2020	HR GREEN PACIFIC, INC.	140002	Inspection Touchless, CIP #516, Nov '20	600-000-490430	(5,112.00)
12/17/2020	HR GREEN PACIFIC, INC.	140002	Inspection Touchless, CIP #516, Nov '20	600-255-950516	5,112.00
12/17/2020	HR GREEN PACIFIC, INC.	140003	Inspection Traffic Signal, CIP #112, Nov '20	600-000-490100	(2,840.00)
12/17/2020	HR GREEN PACIFIC, INC.	140003	Inspection Traffic Signal, CIP #112, Nov '20	600-251-950112	2,840.00
12/17/2020	NPDES OC TREASURER-TAX COLLECTOR	PW210234	South OC, Watershed Monitoring, CIP #410	600-000-490100	(9,296.92)
12/17/2020	NPDES OC TREASURER-TAX COLLECTOR	PW210234	South OC, Watershed Monitoring, CIP #410	600-254-950410	9,296.92
12/17/2020	STATE WATER RESOURCES CONTROL BOARD	SW-0205702	Annual Permit Fees, Public Services, CIP 410	600-000-490100	(14,984.00)
12/17/2020	STATE WATER RESOURCES CONTROL BOARD	SW-0205702	Annual Permit Fees, Public Services, CIP 410	600-254-950410	14,984.00
12/31/2020	HARTZOG & CRABILL, INC.	20-0711	Traffic Sig Mgmt Svcs, CIP 168-I, CIP 112, Nov '20	600-000-490100	(1,437.50)
12/31/2020	HARTZOG & CRABILL, INC.	20-0711	Traffic Sig Mgmt Svcs, CIP 168-I, CIP 112, Nov '20	600-000-490100	(750.00)

Attachment: Warrant Register, Payables Detail Report - January 12, 2021 (2297 : Warrant Register, January 12, 2021)

Warrant Register - Payables Detail Report

Payment Dates: 11/26/2020 - 12/31/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
12/31/2020	HARTZOG & CRABILL, INC.	20-0711	Traffic Sig Mgmt Svcs, CIP 168-I, CIP 112, Nov '20	600-251-950112	1,437.50
12/31/2020	HARTZOG & CRABILL, INC.	20-0711	Traffic Sig Mgmt Svcs, CIP 168-I, CIP 112, Nov '20	600-251-950168	750.00
12/31/2020	JCOS DEVELOPMENT INC	No. 1	Touchless Facility Upgrades, CIP 516	600-000-490430	(97,777.00)
12/31/2020	JCOS DEVELOPMENT INC	No. 1	Touchless Facility Upgrades, CIP 516	600-255-950516	97,777.00
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Grand Total:					1,866,424.14

Attachment: Warrant Register, Payables Detail Report - January 12, 2021 (2297 : Warrant Register, January 12, 2021)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,473,168.99	1,473,168.99
101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT	47,537.82	47,537.82
221 - SENIOR MOBILITY PROGRAM	224.00	224.00
302 - CDBG GRANT	10,749.53	10,749.53
307 - C & D FORFEITED DEPOSITS	9,072.61	9,072.61
430 - CARES Act Assistance - State	242,381.73	242,381.73
431 - CARES Act Assistance - County	83,107.71	83,107.71
451 - LIABILITY SELF-INSURANCE	181.75	181.75
600 - CAPITAL IMPROVEMENT PROJECT	-	-
Grand Total:	1,866,424.14	1,866,424.14

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-201001	Accounts Payable - Retention	(5,875.55)	(5,875.55)
100-000-221011	Building Standards Fee	3.00	3.00
100-000-221012	SB1186 ADA CASp Fees	8.00	8.00
100-000-222000	Refundable Deposits	2,500.00	2,500.00
100-000-223000	Plan Application Deposit	294.00	294.00
100-000-227001	SecurityDeposit-WasteRecycling	7,270.00	7,270.00
100-000-228001	Swimming Pool Bonds	500.00	500.00
100-000-442000	Building Related Permits	903.58	903.58
100-000-442004	Plan Check Fees - CLH	(294.00)	(294.00)
100-000-451000	Recreation Fees	164.00	164.00
100-155-610000	Memberships and Dues Expense	55.00	55.00
100-155-611000	Training and Education	680.00	680.00
100-155-613000	Mileage Reimbursement	38.47	38.47
100-155-613100	Vehicle-Fuel	113.53	113.53
100-155-620000	Office Supplies	538.75	538.75
100-155-622000	Operating Supplies	178.54	178.54
100-155-624001	Advertising - Legal	1,620.60	1,620.60
100-155-625000	Postage & Delivery	156.65	156.65
100-155-626000	Subscriptions & Books	587.09	587.09
100-155-646100	Maint & Repairs - Vehicles	406.90	406.90
100-155-700010	Legal Services-General Counsel	37,694.00	37,694.00
100-155-700011	Legal Services-Litigation	540.80	540.80
100-155-700014	Legal Services - Luna Bonita	330.00	330.00
100-155-700020	Professional Services - Legislative	2,900.00	2,900.00
100-155-700030	Professional Svcs- City Clerk	756.25	756.25
100-155-700051	Professional Services - Annual	3,400.00	3,400.00
100-155-700052	Compliance Audit Services - Sales	28,069.34	28,069.34
100-195-610000	Memberships and Dues Expense	90.00	90.00
100-195-620000	Office Supplies	107.05	107.05
100-195-621000	Computer Supplies	538.70	538.70
100-195-622000	Operating Supplies	227.57	227.57
100-195-625000	Postage & Delivery	1,000.00	1,000.00
100-195-630000	Telephone & Communication	4,375.29	4,375.29
100-195-641200	Rent/Lease - Copier	1,948.19	1,948.19
100-195-720050	Contract Serv-Software Support	25,160.40	25,160.40
100-195-940000	Computer Hardware & Software	261.28	261.28
100-225-611000	Training and Education	2,080.00	2,080.00
100-225-626000	Subscriptions & Books	398.41	398.41
100-225-646100	Maint & Repairs - Vehicles	297.08	297.08
100-225-700000	Prof. Svcs - Building & Safety	26,866.18	26,866.18
100-225-700201	Plan Application	294.00	294.00
100-310-610000	Memberships and Dues Expense	128.22	128.22
100-310-611500	Certification/License Fees	364.00	364.00
100-310-613100	Vehicle-Fuel	235.36	235.36

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Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-310-622005	Operating Supplies Comm Ctr	59.69	59.69
100-310-622100	Operating Supplies - Uniforms	279.23	279.23
100-310-624500	Advertising-Program Services	169.73	169.73
100-310-630100	Phone & Communication Comm	88.78	88.78
100-310-631100	Utilities - Electric Comm Ctr	4,172.76	4,172.76
100-310-635100	Utilities - Water Comm Ctr	790.49	790.49
100-310-641000	Rent/Lease - Equipment	82.97	82.97
100-310-646100	Maint & Repairs - Vehicles	115.81	115.81
100-310-695500	Special Events-Program Service	50,199.37	50,199.37
100-310-695502	Special Needs Program	19.98	19.98
100-310-720302	Contract Services - Homelessness	675.00	675.00
100-310-721500	Contract Services-Program Svce	2,652.80	2,652.80
100-355-610000	Memberships and Dues Expense	80.00	80.00
100-355-611000	Training and Education	255.00	255.00
100-355-613100	Vehicle-Fuel	175.30	175.30
100-355-630000	Telephone & Communication	22.88	22.88
100-355-631000	Utilities - Electric	5,682.57	5,682.57
100-355-631400	Electric-Street Lights/Signals	34,520.19	34,520.19
100-355-631900	UtilitiesElectricOnBillFinancing	7,245.46	7,245.46
100-355-635000	Utilities - Water	41,995.09	41,995.09
100-355-646100	Maint & Repairs - Vehicles	6.00	6.00
100-355-700100	City Engineer Services	5,457.50	5,457.50
100-355-700101	Traffic Engineer Services	13,608.43	13,608.43
100-355-700255	Improvement Inspection	43,750.00	43,750.00
100-355-720400	Street Maintenance	19,096.53	19,096.53
100-355-720410	Street Sweeping	12,394.68	12,394.68
100-355-720420	Traffic Signal Maintenance	52,282.79	52,282.79
100-355-720500	Graffiti Removal	8,000.00	8,000.00
100-355-720700	Landscape Maintenance Contract	169,653.83	169,653.83
100-355-720701	Parks Contract Repair	4,678.69	4,678.69
100-355-720702	Tree Maintenance	8,898.80	8,898.80
100-420-613100	Vehicle-Fuel	152.67	152.67
100-420-622000	Operating Supplies	84.41	84.41
100-420-646100	Maint & Repairs - Vehicles	294.28	294.28
100-420-720800	General Law Enforcement	691,449.71	691,449.71
100-420-720822	Crossing Guard Services	7,546.36	7,546.36
100-420-720823	Parking Citation Processing	1,308.70	1,308.70
100-420-720835	Fingerprint Identification Svc	1,388.00	1,388.00
100-600-790600	Transfers Out - Capital Imprv	135,923.83	135,923.83
101-000-223000	Plan Application Deposit	47,537.82	47,537.82
101-000-450000	Planning Fees	(47,537.82)	(47,537.82)
101-225-700000	Consultant Services	5,973.50	5,973.50
101-225-700012	Legal Services	29,132.67	29,132.67
101-225-700040	Consultant Services, Project	6,100.00	6,100.00
101-225-700200	Consultant Services, Planning	6,331.65	6,331.65
221-310-720000	Contract Services	224.00	224.00
302-225-720000	Contract Services	10,749.53	10,749.53
307-355-700000	Professional Services	9,072.61	9,072.61
430-000-790600	Transfers out To CIP Fund	102,889.00	102,889.00
430-420-622000	Supplies - Public Safety, COVID-	96,682.36	96,682.36
430-420-622430	EOC POD Supplies	18,651.72	18,651.72
430-420-623000	Printing - Public Safety, COVID-19	991.30	991.30
430-420-700010	Legal Services, COVID-19	1,012.00	1,012.00
430-420-720000	Contract Services - Public Safety,	2,008.08	2,008.08
430-420-720822	Contract Services - Crossing	5,682.50	5,682.50
430-420-721505	Contract Services-	375.00	375.00
430-420-940000	Computer Hard/Software- Public	14,089.77	14,089.77
431-420-720833	Homeless Outreach	83,107.71	83,107.71

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Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
451-155-700011	Legal Services-Litigation	181.75	181.75
600-000-490100	Transfer In- General Fund	(135,923.83)	(135,923.83)
600-000-490430	Transfers in from CARES Act Fund	(102,889.00)	(102,889.00)
600-251-950112	CIP-Traffic Signal	24,511.50	24,511.50
600-251-950168	TrafficSignalImprovCoordination	812.50	812.50
600-254-950410	NPDES Permit & Fees	110,599.83	110,599.83
600-255-950516	CIP Touchless Facility Upgrades	102,889.00	102,889.00
	Grand Total:	1,866,424.14	1,866,424.14

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,866,424.14	1,866,424.14
Grand Total:	1,866,424.14	1,866,424.14



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 12, 2021

TO: Mayor and Council Members

FROM: Donald J. White
Director of Emergency Services/City Manager

ISSUE: City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus and Confirmation of the Director of Emergency Services/City Manager's Executive Order Related Thereto

RECOMMENDATION: That the City Council: 1) Review and confirm the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Director of Emergency Services/City Manager's executive order related thereto.

SUMMARY:

On March 18, 2020, the City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency relating to COVID-19 (the "coronavirus"), at which time the City Council was not in session. On March 24, 2020, during a special meeting the City Council ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency. Since that time, the rate of infection and threat to public health and safety have not abated, as the number of cases continue to grow. As of December 4, 2020, there were more than 65.4 million worldwide cases of COVID-19, and 1.51 million deaths. Locally, there were 83,947 confirmed cases and 1,586 deaths in Orange County. Since then, the worldwide cases have increased to more than 87.6 million, and the worldwide deaths have increased to more than 1.89 million. County-wide, the number of confirmed cases has increase from 83,947 to 185,000 and deaths have increased from 1,586 to 1,943. Pursuant to Laguna Hills Municipal Code ("LHMC") Section 2-32.060, the City Council must review the

Continuation of Local Emergency and Confirmation of Executive Order

January 12, 2021

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necessity for continuing the local emergency no less frequently than at every subsequent regular meeting of the City Council until the emergency is terminated. LHMC Section 2-32.150 further requires any rules and regulations, such as Executive Orders, issued by the Director of Emergency Services/City Manager that are reasonably related to the local emergency, such as for the protection of life and property as affected by the emergency, to be confirmed as soon as practicable by the City Council.

BACKGROUND:

On January 30, 2020, the World Health Organization ("WHO") declared the outbreak of COVID-19 a "public health emergency of international concern" and by March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange and County Health Officer Dr. Nichole Quick declared a local emergency and a local health emergency to prepare for COVID-19, and on March 4, 2020, the Governor declared a State of Emergency in California allowing state agencies to take any action necessary to address COVID-19.

On March 11, 2020, the Governor and the California Department of Health issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19" determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of six (6) feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than ten (10) people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function.

Within a short period of time thereafter COVID-19 began to spread rapidly throughout California necessitating more stringent public health emergency orders. On March 12, 2020, the Governor issued Executive Order N-25-20, ordering that all residents are to heed the orders and guidance of state and local public health officials. Subsequently, on March 13, 2020, President Donald J. Trump declared a National

Continuation of Local Emergency and Confirmation of Executive Order

January 12, 2021

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Emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem. By March 16, 2020, President Trump advised the public to avoid groups of more than ten (10) people to fight the COVID-19 outbreak. On March 17, 2020, the Orange County Health Officer issued a Public Health Order prohibiting all public and private gatherings of any number of people, including at places of work, occurring outside a single household or living unit, until March 31, 2020, except for the purposes of engaging in an Essential Activity, as defined. This Public Health Order was superseded by the State's Executive Order and continues in effect until further notice.

In light of these events, on March 18, 2020, the City Manager, acting as the Director of Emergency Services pursuant to LHMC Section 2-32.060(B), proclaimed the existence of a local emergency within the City of Laguna Hills by enacting Proclamation No. 2020-03-18-1, at which time the City Council was not in session. A copy of Proclamation No. 2020-03-18-1 is attached hereto. On March 24, 2020, the City Council unanimously ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency during a special meeting, as required by LHMC Section 2-32.060(B).

In order to mitigate the impact of COVID-19 across the State, on March 19, 2020, the Governor issued Executive Order N-33-20, which directed and ordered all residents to: 1) immediately heed the current State public health directives; and 2) to stay at home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors. On March 22, 2020, President Donald J. Trump declared California a major disaster area, thereby making federal emergency aid available for the State to supplement state, tribal, and local recovery efforts in the areas affected by the COVID-19 pandemic beginning on January 1, 2020, and continuing.

Effective August 31, 2020, Governor Newsom implemented a "Blueprint for a Safer Economy," within the COVID-19 portion of the state's website at: <https://covid19.ca.gov/safer-economy/>, which allows the public to enter a County and a desired activity to verify if it is open. The system also labels each county's risk level using a four color-coded tier system for COVID-19 monitoring that will replace any former county-based monitoring systems. As you can see in the graphic below, the system is based on the amount of positive cases and positivity rates as either widespread, substantial, moderate or minimal.

Continuation of Local Emergency and Confirmation of Executive Order
January 12, 2021
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Your County Color Determines Operations		
COUNTY RISK LEVEL	NEW CASES	POSITIVE TESTS
WIDESPREAD Most non-essential indoor business operations are closed.	More than 7 Daily new cases (per 100k)	More than 8% Positive tests
SUBSTANTIAL Some non-essential indoor business operations are closed.	4-7 Daily new cases (per 100k)	5-8% Positive tests
MODERATE Some business operations are open with modifications.	1-3.9 Daily new cases (per 100k)	2-4.9% Positive tests
MINIMAL Most business operations are open with modifications.	Less than 1 Daily new cases (per 100k)	Less than 2% Positive tests

As to the continuing need for the proclamation of emergency and the rules, measures, and orders issued to date by the City Council, the following facts are instructive. The County of Orange continues to be labeled with a risk factor of Widespread.

On December 3, 2020, Governor Newsom announced a new Regional Stay Home Order that will prohibit gatherings of any size, close operations except for critical infrastructure and retail, and require 100% masking and physical distancing. Orange County is part of the Southern California Region that includes the counties of Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura. This Regional Stay Home Order will go into effect within 24 hours in regions with less than 15% ICU availability. The order will remain in effect for at least 3 weeks and, after that period, will be lifted when a region's projected ICU capacity meets or exceeds 15% based on a weekly assessment. On December 6, 2020, the Southern California Region was placed on a Regional Stay at Home Order that continues to be in effect. The Southern California Region currently has 0.0% ICU availability.

As of December 4, 2020, there were more than 65.4 million worldwide cases of COVID-19, and 1.51 million deaths. Locally, there were 83,947 confirmed cases and 1,586 deaths in Orange County. Between December 4, 2020, and the date of publication of this staff report (January 7, 2020), the worldwide cases have increased to more than 87.6 million and the worldwide deaths have increased to more than 1.89 million.

Continuation of Local Emergency and Confirmation of Executive Order
January 12, 2021
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County-wide cases have increase from 83,947 to 185,000 and county-wide deaths have increased from 1,586 to 1,943. These figures continue to grow on a daily basis. The rate of infection, potential impact to health care systems, and the threat to public health and safety have not abated. The state of local emergency continues to exist.

It is recommended that the City Council: 1) Review the necessity for continuing the local emergency related to the COVID-19 pandemic; and 2) Confirm the Director of Emergency Services/City Manager's executive order related thereto. Based on the recommendations of the Director of Emergency Services/City Manager and the Chief of Police Services, it has been determined that the need for the locally declared emergency, pursuant to Proclamation No. 2020-03-18-1, continues to exist and should not be terminated at this time.

ATTACHMENTS:

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency
- Executive Order, Director of Emergency Services/City Manager, December 7, 2020

PROCLAMATION NO. 2020-03-18-1

A PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Laguna Hills Municipal Code Section 2-32.060 empowers the City Council (while in session), or the Director of Emergency Services (if the City Council is not in session), to declare the existence or threatened existence of a local emergency; and

WHEREAS, California Government Code Section 8550 *et seq.*, including Section 8558(c), authorizes the Director of Emergency Services to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and in some cases death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in numerous countries, with thousands of cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States; and

WHEREAS, as of March 10, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020, issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020, issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, President Donald J. Trump on March 13, 2020, declared a national emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem; and

WHEREAS, on March 15, 2020, Governor Newsome requested bars and nightclubs to close, restaurants to reduce capacity by half, and all Californians aged 65 and older to self-isolate; and

WHEREAS, on March 16, 2020, President Donald J. Trump advised the public to avoid groups of more than 10 people to fight the coronavirus outbreak; and

WHEREAS, the City of Laguna Hills has the authority to impose measures to promote social distancing including, but not limited to, limitations on public events; and

WHEREAS, the City of Laguna Hills is a significantly populated city within Orange County, which is the sixth largest county in the United States; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Laguna Hills and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City of Laguna Hills and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the Director of Emergency Services has the authority to declare a local emergency as authorized by California Government Code Section 8630 and Laguna Hills Municipal Code Section 2-32.060.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED BY DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS AS FOLLOWS:

Section 1. As contemplated in the Emergency Services Act contained in California Government Code Section 8550 *et seq.*, including Section 8558(c), and Chapter 2-32 of Title 2 of the Laguna Hills Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

Section 2. The area of the City of Laguna Hills which is endangered/imperiled is the entire city.

Section 3. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City's Emergency Operations Plan.

Section 4. The City Council shall review and ratify this proclamation of the City Manager within **seven (7) days** as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state and local law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.

Section 5. A copy of this proclamation shall be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with state law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Laguna Hills; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 18th day of March 2020.


Donald J. White,
Director of Emergency Services/
City Manager

ATTEST:


Melissa Au-Yeung, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Proclamation No. 2020-03-18-1 adopted by the Director of Emergency Services of the City of Laguna Hills, California, on the 18th day of March 2020.

(SEAL)


MELISSA AU-YEUNG, CITY CLERK



CITY OF LAGUNA HILLS

City Manager

OFFICE OF THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES

Executive Orders

**Pursuant to Proclamation No. 20-03-18-01
Declaring the Existence of a Local Emergency**

RE: NOVEL CORONAVIRUS, COVID-19

Issue Date: December 7, 2020

On March 18, 2020, in my capacity as the Director of Emergency Services (LHMC 2-32.060), I issued Proclamation 20-03-18-01 Declaring the Existence of a Local Emergency in response to severe public health concerns and economic impacts relating to the COVID-19 pandemic. The novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat, and States of Emergency have been declared by the County of Orange, the State of California, and the federal government of the United States. On March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, which bans gatherings, public and private, and orders residents to stay at home at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as defined, in order to mitigate the impact of COVID-19. Executive Order N-33-20 is enforceable pursuant to California law per Government Code Section 8665.

In order to comply with all applicable Public Health and Executive Orders and to protect public health in the City of Laguna Hills, the following Executive Orders are in effect until further notice:

34. With the exception of management staff, Robert Oros, Sal Quinones, Ryan Hanley, and Cindy Sands, all other employees of the City are hereby placed on work-from-home status until further notice. Those who are not able to work from home will be placed on paid administrative leave status. All employees, whether on paid administrative leave or on

work-from-home status, are to be available by phone and/or electronic communication during their normal working hours.

- Additional Executive Orders may be issued at any time relating to this public health emergency. Additional Executive Orders are cumulative, and do not negate or reverse these Executive Orders contained herein unless explicitly stated.



Donald J. White
Director of Emergency Services/City Manager

Cc:

Mayor and City Council
Greg Simonian, City Attorney
Kenneth Rosenfield, Public Works Director/City Engineer
Melissa Au-Yeung, Deputy City Manager
David Reynolds, Deputy City Manager
David Chantarangsu, Community Services Director
Janice Reyes, Finance Director
Matthew Stiverson, Police Chief



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 12, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Progress Payment No. 1, Final, for Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516

RECOMMENDATION: That the City Council: 1) Approve Contract Change Order No. 1; 2) Approve Progress Payment No. 1, Final, in the net amount of \$92,888.15, to JCOS Development, Inc.; 3) Authorize the filing and recording of the Notice of Completion; and 4) Approve the subsequent Release of the Retention, 35 days post recordation of the Notice of Completion if no liens have been filed, for Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516.

SUMMARY:

Work on the Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516, began on November 16, 2020, and was performed by JCOS Development, Inc. Work completed in November and December included furnishing and installing sensor activated bathroom and kitchen faucets, sensor activated toilet and urinal flush valves, and sensor activated soap dispensers. The work on this project was substantially completed as of December 17, 2020. The contractor has submitted the first and final progress payment request for approval. In addition, Contract Change Order No. 1 has been issued to address minor modifications to the project. It is recommended the project be accepted as complete and the Notice of Completion be filed and recorded.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's

Progress Payment No. 1, Final, for Touchless Facility Upgrades, CIP 516

January 12, 2021

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quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for this project, JCOS Development, Inc., has submitted the first and final progress payment for the subject project as follows. This payment includes Contract Change Order No. 1, attached, for minor project modifications.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1.	Furnish and Install Sensor Activated Bathroom Lavatory Faucets Battery Operated and Appurtenances. Civic Center	19	Each	\$928.00	\$17,632.00
2.	Furnish and Install Sensor Activated Kitchen Faucets Battery Operated and Appurtenances. Civic Center	2	Each	\$939.00	\$1,878.00
3.	Furnish & Install Sensor Activated Soap Dispenser Battery Operated and Appurtenances. Civic Center	13	Each	\$175.00	\$2,275.00
4.	Furnish and Install Toilet Flush Valve Conversion Battery Operated and Appurtenances. Civic Center	21	Each	\$519.00	\$10,899.00
5.	Furnish and Install Sensor Activated Bathroom Lavatory Faucets AC Power Operated and Appurtenances. Community Center	25	Each	\$867.00	\$21,675.00
6.	Furnish and Install Sensor Activated Bathroom Lavatory Faucets Battery Operated and Appurtenances. Community Center	2	Each	\$789.00	\$1,578.00
7.	Furnish and Install Sensor Activated Kitchen Faucets Battery Operated and Appurtenances. Community Center	5	Each	\$784.00	\$3,920.00
8.	Furnish and Install Sensor Activated Soap Dispenser Battery Operated and Appurtenances. Community Center	28	Each	\$174.00	\$4,872.00

Progress Payment No. 1, Final, for Touchless Facility Upgrades, CIP 516

January 12, 2021

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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
9.	Furnish and Install Toilet Flush Valve Conversion Battery Operated and Appurtenances. Community Center	26	Each	\$519.00	\$13,494.00
10.	Furnish and install Urinal Flush Valve Conversion Battery Operated and Appurtenances. Community Center	9	Each	\$314.00	\$2,826.00
11.	Furnish and Install Sensor Activated Bathroom Lavatory Faucets Battery Operated and Appurtenances. Sports Complex	9	Each	\$780.00	\$7,020.00
12.	Furnish & Install Sensor Activated Soap Dispenser Battery Operated and Appurtenances. Sports Complex	5	Each	\$138.00	\$690.00
13.	Furnish and Install Toilet Flush Valve Conversion Battery Operated and Appurtenances. Sports Complex	8	Each	\$510.00	\$4,080.00
14.	Furnish and Install Urinal Flush Valve Conversion Battery Operated and Appurtenances. Sports Complex	3	Each	\$314.00	\$942.00
15.	Mobilization (5% max of Subtotals) For entire Project	1	LS	\$2,106.00	\$2,106.00
CO#1	Change Order	1	LS	\$1,890.00	\$1,890.00

TOTAL TO DATE	\$97,777.00	
LESS PRIOR BILLING	0.00	
TOTAL THIS PERIOD	\$97,777.00	\$97,777.00
LESS 5% RETENTION		\$(4,888.85)
DUE		\$92,888.15

The Project is complete as of December 17, 2020, and it is appropriate to now file and record the Notice of Completion. If no liens are filed, the 5% retention will be released 35 days post recordation of the Notice of Completion.

Progress Payment No. 1, Final, for Touchless Facility Upgrades, CIP 516

January 12, 2021

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FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Touchless Facility Upgrades at the Civic Center and Community Center Buildings, CIP No. 516.

ATTACHMENTS:

- Notice of Completion CIP No. 516
- CCO 1 _ Signed

Recording Requested by and
When Recorded Mail to:

Melissa Au-Yeung, City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on January 12, 2021.

Description of Improvements

Touchless Facility Upgrades, CIP No. 516

General Location

- 1) Laguna Hills Civic Center, 24035 El Toro Road, Laguna Hills, CA 92653
- 2) Laguna Hills Community Center and Sports Complex, 25555 Alicia Parkway, Laguna Hills, CA 92653

Owner of Property Address

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Contractor

JCOS Development, Inc.
8201 Orangethorpe Ave, Ste D
Buena Park, CA 90621

This Notice of Completion is executed under authority of a directive from the City Council of the City of Laguna Hills.

I, Kenneth H. Rosenfield, P.E., declare under penalty of perjury that I am the Director of Public Services of the City of Laguna Hills, I am familiar with the facts stated in the foregoing Notice of Completion executed for and on its behalf, and I have read the foregoing Notice of Completion and know the contents thereof to be true.

Dated: January 12, 2021

Kenneth H. Rosenfield, P.E., Director of Public Services/City Engineer
City of Laguna Hills

CITY OF LAGUNA HILLS CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER NO. 1

SHEET 1 OF 2 SHEETS

PROJECT: Touchless Facility Upgrades, CIP No. 516CONTRACTOR: JCOS Development, Inc.

In accordance with contract provisions, the following changes in the contract and/or contract work are hereby authorized and as compensation therefore, the following addition to or deductions from the contract price are hereby approved.

Note: This change order is not effective until approved by the City Engineer.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment is actually used and no allowance will be made for idle time.

Change requested by City Engineer

- | | |
|---|---------------------------------|
| 1. Install two kitchen faucets at Civic Center
Chicago faucet 431-ABCP | 2 Each at \$450 Each = \$900.00 |
| 2. Furnish Soap Dispensers | 9 Each at \$110 Each = \$990.00 |

Increase \$ 1890.00 Decrease \$

By reason of this order the time of completion will be adjusted as follows: Add zero Working Days

Attachment: CCO 1 _ Signed (2295 : Progress Payment No. 1, Final, for Touchless Facility Upgrades, CIP 516)

CONTRACT CHANGE ORDER NO. 1

SHEET 2 OF 2 SHEETS

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules.

Extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other, work under this Contract. The signing of this Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

SUMMARY OF CONTRACT TIME

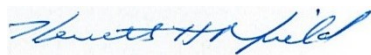
Original Contract Date:	November 19, 2020
Original Contract Time:	40 working days
Original Completion Date:	December 30, 2020 (Funding limit date)
Time Extension this C.O.:	Zero
Total Contract Time Extension:	Zero
Revised Contract Time:	No Change
Revised Final Completion Due Date:	No Change
Time Subject to Liquidated Damages:	None
Actual Final Completion Date:	December 17, 2020

Original Contract Price	\$98,390.00
Prev. Authorized Changes	\$ 0
This Change (Add)	\$ 1890.00
Amended Contract Price	\$100,280.00

If the Contractor does not sign acceptance of this order, his attention to the requirements of the specifications as to proceeding with the order work and filing a written protest within the time therein specified.

Approved by:

Accepted by:



12/29/20

Director of Public Services

Date

JCOS Development Inc. 12/29/20

Contractor

Date



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 12, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Award of Contract for Laguna Hills Civic Center EV Charging Stations Project, CIP No. 505

RECOMMENDATION: That the City Council award the Contract for the Laguna Hills Civic Center EV Charging Stations Project, CIP NO. 505, to GC Electric Corporation, in the low bid amount of \$52,750.00, waive minor bid irregularities, reject the bid protest, reject all other bids, and authorize the Mayor to sign the Construction Contract.

SUMMARY:

In accordance with City Council authorization, bids for the subject project were opened on December 10, 2020, at which time six bids were received. The apparent lowest responsive and responsible bidder, GC Electric Corporation, provided the lowest Bid in the amount of \$52,750.00, provided satisfactory references, is licensed for the contemplated work, and is registered with the State Department of Industrial Relations. A Bid Protest by the third low bidder was evaluated and determined to not have merit. The Bid Protest is recommended to be rejected. The available funding for this project is adequate to construct the project, therefore, award of the contract to GC Electric Corporation, is recommended.

BACKGROUND:

On December 10, 2020, six bids for the Laguna Hills Civic Center EV Charging Stations Project, CIP No. 505 were opened as follows:

Award of Contract for Laguna Hills Civic Center EV Charging Stations Project, CIP No. 505
January 12, 2021
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Bidder	Base Bid Amount
GC Electric Corporation	\$52,750.00
Alfaro Communication Construction	\$54,613.98
Amtek Construction	\$72,274.00
SD Design Construction Corporation	\$77,900.00
Baker Electric, Inc.	\$88,272.00
Asplundh Construction	\$89,700.00

The Bid Documents also included one Alternate Bid Item covering that annual licensing and software maintenance costs for the Chargepoint EV Charging Station system. The Alternate Bid is not included in the determination of the lowest responsive and responsible bidder. Staff is not recommending the award of the Alternate Bid at this time.

The Engineer's Estimate for this project was \$55,000.00. The apparent low bidder, GC Electric Corporation, provided the lowest responsive and responsible Bid, provided satisfactory references, is licensed to perform the contemplated work and is registered with the State Department of Industrial Relations as required for labor compliance purposes. The work includes to furnish and install two (2) ChargePoint CT4000 dual-port Level II electric vehicle (EV) charging stations with dedicated dual-circuits per charging station and infrastructure to serve four (4) EV parking spaces for public use within the westerly parking lot of the Civic Center.

After receipt of bids, a Bid Protest was submitted by the third low bidder (Amtek Construction) alleging there was a lack of licensing authority of the first and second low bidders to subcontract a portion of the work. Staff evaluated this Bid Protest and concluded it was without merit. In particular, GC Electric, a Class C contractor, is authorized to subcontract for work that is incidental and supplemental to the work for which GC Electric is licensed. As the paving and concrete work for which GC Electric has listed a subcontractor is incidental and supplemental to GC Electric's electrical work, GC Electric may subcontract for this work. Further, the Bid Protest incorrectly contends that the bid specifications require either a Class A or Class B license. The bid specifications also allow for a combination of Class C licenses as necessary to perform

Award of Contract for Laguna Hills Civic Center EV Charging Stations Project, CIP No. 505
January 12, 2021
Page 3

the work. Accordingly, a Class A or Class B license is not required to bid or perform the project. It is recommended this Bid Protest be rejected.

Award of the contract to GC Electric Corporation, in the low Bid amount of \$52,750.00 is recommended. The contract for this work, consisting of the Contract Agreement for Laguna Hills EV Charging Stations Project and the Plans and Specifications for the Project, is attached. The contract has been issued to GC Electric Corporation for signatures and the signed contract will be provided at this scheduled City Council meeting.

FISCAL IMPACT:

The Capital Improvement Budget for the EV Charging Stations Project, CIP No. 505, allocated \$50,000 for this project based upon State funds specifically provided for charging stations with an additional allocation of air quality, AB 2766, funding. The bid value plus the construction management of this project will require an estimated budget of \$60,000. The City has, in hand, additional AB 2766 funds which are fully available for this project. Staff will develop a budget modification for this purpose.

ATTACHMENTS:

- Proposed Contract Agreement and Bonds with GC Electric Corporation
- Final Plans and Specifications EV Charging Stations, CIP No. 505

CITY OF LAGUNA HILLS
CONTRACT AGREEMENT
FOR
LAGUNA HILLS CIVIC CENTER
EV CHARGING STATIONS PROJECT, CIP NO. 505

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this 12th day of January, 2021, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and GC Electric Corporation, as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (hereinafter collectively the "Contract Documents"). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to reimburse CITY for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by CITY.

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property owned by CITY, which Claims arise out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the CITY, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

ERICA PEZOLD, MAYOR
CITY OF LAGUNA HILLS

ATTEST:

MELISSA AU-YEUNG, CITY CLERK
CITY OF LAGUNA HILLS

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

CONTRACTOR:

GC ELECTRIC CORPORATION
(NAME – TYPE)

BY: _____
(PRINT)

(SIGNATURE)

(TITLE)

BY: _____
(PRINT)

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

(PAGE 1 OF 2)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on January 12, 2021, the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No. CIP No. 516, for EV Charging Stations Project, as specified in the Contract, to GC Electric Corporation, a California Corporation, hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and _____ (the
(NAME OF SURETY)
"Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of Fifty Two Thousand Seven Hundred Fifty and no/100 DOLLARS (\$52,750.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.

Attachment: Proposed Contract Agreement and Bonds with GC Electric Corporation (2296 : Award of Contract for Laguna Hills Civic Center EV

FAITHFUL PERFORMANCE BOND
 (PAGE 2 OF 2)

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____ .

PRINCIPAL

SURETY

GC Electric Corporation
 (Principal Name)

(Seal)

 (Surety Name)

(Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

Attach Power-of-Attorney if Executed by Attorney-in-Fact

Attachment: Proposed Contract Agreement and Bonds with GC Electric Corporation (2296 : Award of Contract for Laguna Hills Civic Center EV

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on January 12, 2021, _____ the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No. CIP No. 505, for the EV Charging Stations Project, as specified in the Contract, to GC Electric Corporation, a California Corporation, hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to give this bond in connection with the execution of the Contract.

NOW, THEREFORE, we, the Principal, and _____ (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of Fifty Two Thousand Seven Hundred Fifty and no/100 DOLLARS (\$52,750.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, or its subcontractors, or their respective heirs, executors, administrators, successors or assigns, shall fail to pay (a) any of the persons named in Section 9100 of the California Civil Code, (b) any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or (c) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, then the Surety shall pay for the same, in an aggregate amount not exceeding the sum specified in this bond. In case suit is brought upon this bond, the Surety will pay reasonable attorney's fees to be fixed by the court.

Attachment: Proposed Contract Agreement and Bonds with GC Electric Corporation (2296 : Award of Contract for Laguna Hills Civic Center EV

PAYMENT (LABOR AND MATERIAL) BOND
 (PAGE 2 OF 2)

2. This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPAL

SURETY

GC Electric Corporation

(Principal Name)

(Seal)

 (Surety Name)

(Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

Attach Power-of-Attorney if Executed by Attorney-in-Fact

Attachment: Proposed Contract Agreement and Bonds with GC Electric Corporation (2296 : Award of Contract for Laguna Hills Civic Center EV

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

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

Contractor

By _____
(PRINT)

(SIGNATURE)

Title

Date

Section 3700 of the Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

COMPENSATION INSURANCE CERTIFICATETO BE SUBMITTED WITH CONTRACT



**CITY OF LAGUNA HILLS
CALIFORNIA**

**PUBLIC WORKS PLANS
AND SPECIFICATIONS FOR**

**LAGUNA HILLS CIVIC CENTER
EV CHARGING STATIONS PROJECT
CIP NO. 505**

BID SET 11/10/2020

PREPARED FOR

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

PREPARED BY

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

CITY OF LAGUNA HILLS
SPECIFICATIONS FOR
LAGUNA HILLS CIVIC CENTER
EV CHARGING STATIONS PROJECT, CIP NO. 505

Prepared Under the Supervision of and approved by:



Kenneth H. Rosenfield, City Engineer
R.C.E. No. 33496
Expiration Date 6/30/22

11/10/2020

Date

CITY OF LAGUNA HILLS

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LAGUNA HILLS CIVIC CENTER
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CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR CONSTRUCTION OF
LAGUNA HILLS CIVIC CENTER
EV CHARGING STATIONS PROJECT, CIP NO. 505

NOTICE IS HEREBY GIVEN that sealed bids for the **Laguna Hills Civic Center EV Charging Stations Project, CIP No. 505** ("Project") in the City of Laguna Hills will be received at the Office of the City Engineer at 24035 El Toro Road, Laguna Hills, until **11:00 a.m. on Thursday, December 10, 2020**, at which time they will be publicly opened and read aloud.

NON-MANDATORY SITE INSPECTION OPPORTUNITY: Bidders shall be offered the opportunity to access the electrical room for personal inspection on **Tuesday, December 1, 2020 from 10:00 a.m. to noon. Site Address: 24035 El Toro Road, Laguna Hills, California 92653.** A City Staff Member will direct and/or escort the Bidders to the electrical room. Bidders are encouraged to participate in the site inspection opportunity as no claims of changed conditions shall be accepted. Bidders attending the job walk shall wear masks and maintain social distancing at all times while on City property.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including design, furnish and install two (2) ChargePoint CT4000 dual-port Level II electric vehicle (EV) charging stations with dedicated dual-circuits per charging station and infrastructure to serve four (4) EV parking spaces for public use on City-owned property. Work also includes trenching and reconstruct full sidewalk panels as necessary to install electrical conduit, remove and install pavement markings, signage and striping, temporary traffic control and all other appurtenant work included and shown in the Contract Documents and Specifications.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder **on the Bid Schedule**, and reject all other bids, as it may best serve the interest of the City. Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within ten (10) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement, Bonds (Faithful Performance and Material and Labor) and Insurance.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid State of California issued Class A Contractor's License, Class B Contractor's License or a combination of Class C Contractor's Licenses as necessary to perform the work, at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage

requirements for the contract. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

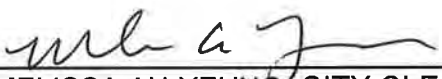
RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payments by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: Contract Documents may be inspected without charge at the Public Works Department, City Hall, 24035 El Toro Road, Laguna Hills, California 92653. Contract Documents are available in portable document form (PDF) on the City's website: www.lagunahillscsca.gov. It is the contractor's responsibility to ensure they are on the City's Plan Holder's List and they obtain any addendums or clarifications that are issued by the City on the City's website prior to submitting a bid. For any questions regarding acquisition of Contract Documents, contact Julie Comella at JComella@lagunahillscsca.gov.

Dated this 10th day of November 2020.

City of Laguna Hills, California

BY


MELISSA AU-YEUNG, CITY CLERK

24035 El Toro Road
Laguna Hills, CA 92653

Published: _____

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
LAGUNA HILLS CIVIC CENTER
EV CHARGING STATIONS PROJECT, CIP NO. 505

1. PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the City of Laguna Hills (hereinafter "CITY" or "City"). All blank spaces in the bid forms must be correctly filled in and all information requested therein must be clearly and legibly set forth in the manner and form indicated. All spaces for bid prices and lump sum price for which the bid is made, must be filled in, in both words and figures. All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed by the person or persons signing the bid. Bidder acknowledges and agrees that by failing to complete the bid forms in their entirety, as set forth above, the CITY may find the bidder's entire bid non-responsive and may cause the rejection of the bidder's proposal at the discretion of the CITY.

2. PROPOSAL GUARANTEE (BID BOND)

In accordance with Public Contract Code Section 20170, proposals must be accompanied by a proposal guarantee consisting of either cash, a cashier's check, a certified check or bid bond payable to the CITY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. **IF A BIDDER TO WHOM A CONTRACT IS AWARDED FAILS OR REFUSES TO EXECUTE THE CONTRACT DOCUMENTS OR FURNISH THE REQUIRED INSURANCE POLICIES AND BONDS AS SET FORTH IN THOSE DOCUMENTS, THE PROPOSAL GUARANTEE SHALL BE FORFEITED TO THE CITY.** The proposal guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

3. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

4. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "LAGUNA HILLS CIVIC CENTER EV CHARGING STATIONS PROJECT, CIP NO. 505 - DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY's designated official prior to the bid-opening time deadline set forth in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, provided there is time remaining to do so. Proposals may not be withdrawn after the bid opening without forfeiture of the proposal guarantee.

7. NONRESPONSIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it nonresponsive and may cause its rejection. The completed proposal forms shall be without inter-lineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

8. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

9. DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the Business and Professions Code.

10. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request

will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

11. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

12. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

13. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a Class A Contractor's License, or a combination of Class C Contractor's License(s), as required to perform the work, issued by the State of California. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within ten (10) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required executed Contract Agreement, executed Bonds (Faithful Performance and Material and Labor) and Insurance. Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

14. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

16. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to CITY all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

17. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or \$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

18. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME _____

CITY OF LAGUNA HILLS

**PROPOSAL
FOR
LAGUNA HILLS CIVIC CENTER
EV CHARGING STATIONS PROJECT, CIP NO. 505**

TO CITY OF LAGUNA HILLS, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that

said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME: _____ DATE _____, 20____.

BIDDER'S ADDRESS: _____ BY _____
(Print Name)

(Signature)

PHONE: () _____ TITLE _____

Subscribed and sworn to before me
this _____ day of _____, 20____ BY _____
(Print Name)

(Signature of Notary Public) _____
(Signature)

(Attach Jurat) _____ TITLE _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: (____) _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Subscribed and sworn to before me
this _____ day of _____, 20__.

By _____
(Print Name)

(Signature of Notary Public)

(Signature)

Title _____

(SEAL)

Date _____, 20__

BIDDER'S NAME: _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

BIDDER'S NAME: _____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name _____
 Address _____
 Phone No. _____ Contact: _____
 Description of Work _____

Agency Name _____
 Address _____
 Phone No. _____ Contact: _____
 Description of Work _____

Agency Name _____
 Address _____
 Phone No. _____ Contact: _____
 Description of Work _____

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of _____, 20____

By: _____
(Signature)

(Signature of Notary Public)

By: _____
(Print Name and Title)

(SEAL)

(SEAL)

Bond Amount \$ _____
 Bond Number _____

BID BOND (Page 1 of 2)

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (the "Principal") has submitted a bid
(NAME OF BIDDER)
 (the "Bid") to the City of Laguna Hills, California (the "City") for construction of the LAGUNA HILLS CIVIC CENTER EV CHARGING STATIONS PROJECT, CIP NO. 505 (the "Work"), as specifically set forth in documents entitled LAGUNA HILLS CIVIC CENTER EV CHARGING STATIONS PROJECT, CIP NO. 505, Dated: NOVEMBER 10, 2020 (the "Specifications").

AND WHEREAS, the Principal is required to provide bidder's security in an amount equal to at least ten percent (10%) of the amount of the Bid and has chosen to satisfy this obligation by providing this bond.

NOW, THEREFORE, we, the Principal, and _____ (the
(NAME OF SURETY)
 "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of _____ and ____/100 DOLLARS (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, this amount being ten percent (10%) of the total amount of the Bid.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If (a) the City accepts the Bid and awards the Principal a contract for the Work, and (b) within the time and manner required under the Specifications or by law, after the prescribed forms are presented to the Principal for signature, the Principal executes a written contract for construction of the Work in accordance with the Bid and delivers the required faithful performance and payment bonds and insurance policies, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.
2. The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the

Bond Amount \$ _____
 Bond Number _____

BID BOND (Page 2 of 2)

time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPAL

SURETY

 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

Attach Power-of-Attorney if Executed by Attorney-in-Fact

BIDDERS NAME: _____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID FOR
LAGUNA HILLS CIVIC CENTER
EV CHARGING STATIONS PROJECT, CIP NO. 505

STATE OF CALIFORNIA)
) SS
COUNTY OF)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

Signed _____

Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

Signature of Notary Public

(SEAL)

Attachment: Final Plans and Specifications EV Charging Stations, CIP No. 505 (2296 : Award of Contract for Laguna Hills Civic Center EV

BIDDERS NAME: _____

**CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
LAGUNA HILLS CIVIC CENTER
EV CHARGING STATIONS PROJECT, CIP NO. 505**

Base Bid

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	(2) ChargePoint CT4000 Dual-Port Level II Electric Vehicle (EV) Charging Stations & Infrastructure Complete & In Place per Schedule of Values, Plans and Specifications	1	LS		

TOTAL BID IN FIGURES: \$ _____**TOTAL BID IN WORDS:** _____ DOLLARS

AND _____ CENTS.

Bidder shall complete this Schedule of Values and submit with Bid Proposal.

SCHEDULE OF VALUES		LUMP SUM
1.	General Conditions and Other Costs	\$
2.	Best Management Practices	\$
3.	Design and preparation of plans and specifications	\$
4.	Permit acquisition including plan checking & inspection	\$
5.	Installation of electrical conduits and electric connection to supply power for complete installation and operation of EV chargers	\$
6.	Furnish and installation of (2) ChargePoint CT4000 dual-port charging stations including all appurtenances for a complete in-place system	\$
7.	Sandblast existing pavement markings and install new striping, pavement markings and signage	\$
8.	Furnish and installation of protective bollards	\$
9.	Remove and replace full sidewalk panels as necessary to install electrical conduit, color match concrete to existing	\$
10.	Testing and commission of EV charging stations	\$
11.	Enabling and processing point of sale transactions with flexible payment options for universal public access	\$
12.	Training City staff and providing O&M manuals	\$
13.	Standard 1-Year Warranty including parts and labor for any defect in manufacturing or workmanship	\$
TOTAL		\$

Bidder shall provide pricing for the following Additive Alternate Bids. Agency shall have the sole authority to determine the award of the Additive Alternate Bid. The Additive Alternate Bid shall not be included in the comparison of the lowest responsive and responsible Bid values.

ADDITIVE ALTERNATE BID:

ITEM	DESCRIPTION	UNITS	TOTAL COST
1.	Annual ChargePoint Assure maintenance services and 24/7 customer support or equivalent	Lump Sum	\$

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BID FIGURES" AND THE "TOTAL BID IN WORDS", THE "TOTAL BID IN WORDS" SHALL PREVAIL. THE BASIS OF THE COMPARISON OF BIDS SHALL BE SOLELY ON THE VALUE OF THE BASE BID.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
LAGUNA HILLS CIVIC CENTER
EV CHARGING STATIONS PROJECT, CIP NO. 505

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 20____.

BIDDER _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SIGNATURE NOTARY PUBLIC _____ (Attach Jurat)

By _____
(PRINT)

(SIGNATURE)

(SEAL)

Title _____

CITY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the minimum amount of ten percent (10%) of the total bid.

By _____

Title _____

BIDDERS NAME _____

BIDDER'S CERTIFICATION FOR

**ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE
REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION
CITY OF LAGUNA HILLS**

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR LAGUNA HILLS CIVIC CENTER EV CHARGING STATIONS PROJECT, CIP NO. 505 AND IN THE SPECIAL PROVISIONS FOR LAGUNA HILLS CIVIC CENTER EV CHARGING STATIONS PROJECT, CIP NO. 505 and accepts all conditions and requirements contained therein.

Bidder

By

Date

******* SUBMIT THIS EXECUTED FORM WITH THE BID**

CITY OF LAGUNA HILLS
CONTRACT AGREEMENT
FOR
LAGUNA HILLS CIVIC CENTER
EV CHARGING STATIONS PROJECT, CIP NO. 505

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this _____ day of _____, 20____, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and _____, as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (hereinafter collectively the "Contract Documents"). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to reimburse CITY for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by CITY.

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property owned by CITY, which Claims arise out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the CITY, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

_____, MAYOR
CITY OF LAGUNA HILLS

(CORPORATION (NAME - TYPE))

BY: _____
(PRINT)

ATTEST:

(SIGNATURE)

MELISSA AU-YEUNG, CITY CLERK
CITY OF LAGUNA HILLS

(TITLE)

BY: _____
(PRINT)

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

(PAGE 1 OF 2)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____, the City of Laguna Hills, California
(DATE OF AWARD)
("City") awarded a public works contract (the "Contract"), delineated as Contract
No. _____, for the _____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
specified in the Contract, to, _____, a
(NAME OF CONTRACTOR)

_____, hereby designated as the "Principal", which
(CONTRACTOR ENTITY TYPE i.e.; INC., LLC., ETC.)
Contract is attached hereto, and which Contract and all documents incorporated therein
by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to
furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and _____ (the
(NAME OF SURETY)
"Surety"), an admitted surety insurer in the State of California, are held firmly bound unto
the City of Laguna Hills in the sum of _____ and ____/100
DOLLARS (\$_____), lawful money of the United States of America, for the
payment of which sum, well and truly be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.

Attachment: Final Plans and Specifications EV Charging Stations, CIP No. 505 (2296 : Award of Contract for Laguna Hills Civic Center EV

FAITHFUL PERFORMANCE BOND
 (PAGE 2 OF 2)

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____ .

PRINCIPAL

SURETY

 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____, the City of Laguna Hills, California
(DATE OF AWARD)
 ("City") awarded a public works contract (the "Contract"), delineated as Contract No. _____,
 for the _____, as specified in the Contract, to,
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)

_____, a _____, hereby
(NAME OF CONTRACTOR) (CONTRACTOR ENTITY TYPE i.e.; INC., LLC., ETC.)
 designated _____ as the "Principal", which
 Contract is attached hereto, and which Contract and all documents incorporated therein by
 reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to give this
 bond in connection with the execution of the Contract.

NOW, THEREFORE, we, the Principal, and _____
 (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto
 the City of Laguna Hills in the sum of _____ and
 ____/100 DOLLARS (\$_____), lawful money of the United States of America, for
 the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors,
 administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, or its subcontractors, or their respective heirs, executors,
 administrators, successors or assigns, shall fail to pay (a) any of the persons named in Section
 9100 of the California Civil Code, (b) any amounts due under the California Unemployment
 Insurance Code with respect to work or labor performed under the Contract, or (c) any
 amounts required to be deducted, withheld, and paid over to the Employment Development
 Department from the wages of employees of the Principal and its subcontractors pursuant to
 Section 13020 of the California Unemployment Insurance Code with respect to such work or
 labor, then the Surety shall pay for the same, in an aggregate amount not exceeding the sum
 specified in this bond. In case suit is brought upon this bond, the Surety will pay reasonable
 attorney's fees to be fixed by the court.

Attachment: Final Plans and Specifications EV Charging Stations, CIP No. 505 (2296 : Award of Contract for Laguna Hills Civic Center EV

PAYMENT (LABOR AND MATERIAL) BOND
 (PAGE 2 OF 2)

2. This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPAL

SURETY

 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

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

Contractor

By _____
(PRINT)

(SIGNATURE)

Title

Date

Section 3700 of the Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS
GENERAL SPECIFICATIONS
FOR
LAGUNA HILLS CIVIC CENTER
EV CHARGING STATIONS PROJECT, CIP NO. 505

SCOPE OF WORK

The work to be performed and completed by Contractor consists of furnishing all materials, equipment, tools, labor, and all other incidental work in this specification document. The general items of work to be done hereunder consist of design, furnish and install two (2) ChargePoint CT4000 dual-port Level II electric vehicle (EV) charging stations with dedicated dual-circuits per charging station and infrastructure to serve four (4) EV parking spaces for public use on City-owned property, complete and in place in every detail. More specifically this includes, but may not be necessarily limited to the following:

- Design and preparation of specifications and plans per City and SCE standards;
- Coordination with SCE, Laguna Hills Building Department and other appropriate regulatory agencies to obtain permits;
- Securing and complying with permits including plan checking and inspection processes;
- Site preparation and layout;
- Trenching, excavating, backfill of utility trench;
- Off-haul and disposal of excavated materials/spoils;
- Full panel concrete sidewalk replacement, color match existing concrete;
- Installation of electrical conduits and electrical connection to supply power for the complete installation and operation of the EV chargers;
- Furnishing EV charger material and equipment for a complete in place system;
- Sandblast removal of existing pavement markings and installation of new pavement markings and signage;
- Testing and commission of the EV charging stations;
- Enabling and processing point of sale transactions while providing flexible payment options that allow for universal public access with ChargePoint Cloud Plan;
- Training City staff and providing O&M manuals;
- Standard 1-Year warranty including parts and labor for any defect in manufacturing or workmanship;
- Providing timely maintenance services and 24/7 customer support.

LOCATION OF WORK

The Project is located at Laguna Hills Civic Center, 24035 El Toro Road, Laguna Hills, CA 92653 as shown on the plans.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within sixty (60) working days after the date of the Notice to Proceed.

TRAFFIC REQUIREMENTS

The Contractor shall not block any access to ongoing business operations at the Laguna Hills Civic Center 24031-24035 El Toro Road, Laguna Hills, CA 92653, at any time. Contractor's workers shall park their work and/or private vehicles along the most westerly parking lot spaces adjacent to Paseo de Valencia. No materials or equipment shall be stored in parking lots, plaza, or public spaces.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1(800) 422-4133. Contractor shall provide the City with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	PHONE NO.
AT&T	3939 E. Coronado St.	Anaheim, CA 92807	Robert Fleisher	714/618-9129
OCTA	550 S. Main Street	Orange, CA 92613-1584	Kyle Poff	714/560-5816
Southern California Edison	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
El Toro Water District	24251 Los Alisos Blvd.	Lake Forest, CA 92630	Brian Miller	949/837-7050 Ext. 224
Gas Company	1919 South State College	Anaheim, CA 92806	Andrew Alday	714/385-3377
CR&R	P.O. Box 1100	San Juan Capistrano, CA 92693-1100	Mike Campuzano	949/254-1779
Cox Communication	27121 Towne Centre Drive	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company (714) 634-3185 at least 2 working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this Project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in his schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least two (2) hours. Water shall not be allowed to rise unequally against any walls for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such time as water can be allowed to rise in accordance with the above statement. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the City Engineer.

Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

WASTE DISPOSAL

Contractor shall only utilize waste containers from the City Franchisee, CR&R, (P.O. Box 1100, San Juan Capistrano, CA 92693-1100, 949/728-0446 Ext. 1232) for all recyclables and waste debris. Contractor shall record the quantity (tons) of recyclable or green waste materials diverted from land fills and report this data to the City at the end of the project. Contractor shall prepare,

and comply with, a Construction and Demolition Waster Reduction and Recycling Plan. See Appendix A for special requirements.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the 2018 edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, also known as the "Greenbook", including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California, which is incorporated herein by this reference. Copies of these Standard Specifications are available from the publisher:

BNi Building News
Division of BNi Publications, Inc.
990 Park Center Drive, Suite E
Vista, California 92801
(760) 734-1113

The Standard Specifications set forth above will control the general provisions for this Contract except as amended by the Plans, General Specifications, Special Provisions, or other Contract Documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, addition, or that are specifying options are stated in the Special Provisions.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the latest edition of the Standard Specifications of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

California Department of Transportation
Publications Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815-3800
Telephone (916) 263-0822
Fax (916) 263-0470

References in the Special Provisions to Standard Plans shall mean the Standard Plans for Public Works Construction, latest edition (written and promulgated by the Public Works Standards, Inc.), and, where applicable and as determined and selected by the City Engineer, those specific standard plans of the City of Laguna Hills, the County of Orange and/or the State Department of Transportation, latest editions.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship

of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

The City has determined that the work on this Project requires work of labor categories which are subject to the State of California Department of Industrial Relations prevailing rates of per diem wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work provided pursuant to the Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of the Agreement.

Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

- a) The Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.
- b) Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the effective date of this Agreement.
- c) Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the term of this Agreement.
- d) Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
- e) Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the

provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

f) Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to an applicable apprenticeship committee that can supply apprentices to the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

RESOLUTION OF CONSTRUCTION CLAIMS

California Public Contract Code (PCC) section 9204 as adopted by Assembly Bill 626 prescribes a process to present, confer, and mediate all construction claims relating to the City's public works project.

"Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or another public improvement of any kind.

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested for (A) a time extension, including, without limitation for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public works project and payment for which is not otherwise

expressly provided or to which the claimant is not otherwise entitled, or the amount the payment of which is disputed by the local agency. (PCC 9204(c)(1))

For any claim subject to this article, PCC section 9204 requires the following:

- a) The claim shall be submitted by the Contractor in writing, sent by registered mail or certified mail with return receipt requested and must include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims. However, upon receipt of a claim, the City, and the Contractor may, by mutual agreement, extend the time period provided by statute.
- b) For claims of all amounts, the City shall respond within 45 days of receipt of the claim, and provide the claimant a written statement identifying which portion of the claim is disputed and which portion of the claim is undisputed. If the City requires approval from the City Council, and the City Council does not meet within the 45-day period to respond, the City shall have up to three days to issue its response following the City Council meeting.
- c) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.
- d) If the claimant disputes the City's response, or if the City fails to respond within the time limits provided, the claimant may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand must be sent in writing by registered or certified mail, return receipt requested. Upon receipt of a demand, the City must schedule a meet and confer conference within 30 days for settlement of the disputed claim.
- e) Within 10 business days following the conclusion of the meet and confer conference, if any portion of the claim remains in dispute, the City shall provide the claimant an addition written statement identifying the portion of the claim that is undisputed and the portion that remains in dispute.
- f) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.
- g) Any remaining undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation in which the parties share the cost evenly. The City and the claimant shall mutually agree on a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree, each party shall select a mediator and those mediators shall jointly select a qualified, neutral third party to mediate the remaining undisputed claim. Each party shall bear the respective costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside of PCC section 9204.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under PCC Section 20104.4 to mediate after litigation has been commenced.

PCC Section 9204 does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

Should the City fail to respond to a claim, or fail to issue written statements as required, the Contractor's claim is deemed denied. A claim denied by reason of the City's failure to respond shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

Amounts not paid in a timely manner as required by PCC 9204 shall bear interest at seven percent per annum.

NOTICE OF THIRD-PARTY CLAIMS

In accordance with PCC Section 9201, the City will provide timely notification to Contractor of the receipt of any third-party claim relating to the Agreement. The Contractor agrees to reimburse the City for its reasonable costs incurred in providing such notice.

CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

CITY OF LAGUNA HILLS

SPECIAL PROVISIONS FOR SPECIFICATIONS FOR

LAGUNA HILLS CIVIC CENTER EV CHARGING STATIONS PROJECT, CIP NO. 505

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.

1-2 DEFINITIONS.

City	- City of Laguna Hills
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Orange
Engineer	- City Engineer
Federal	- United States of America
State	- State of California
Contractor	- Contractor, its workers, employees and agents
Project	- Laguna Hills Civic Center EV Charging Stations Project

1-3 ABBREVIATIONS.

1-3.2 Common Usage. [Add the following to this section]:

MUTCD	- Manual of Uniform Traffic Control Devices, including the California Supplement
OCPW	- Orange County Public Works Department
SPPWC	- Standard Plans for Public Works Construction
SSPWC	- Standard Specifications for Public Works Construction
FHWA	- Federal Highway Administration
HUD	- Housing and Urban Development

1-7 AWARD AND EXECUTION OF CONTRACT.

Within three (3) days of bid opening contractor must submit:

- If a bid bond is submitted with a 10% of Bid designation for the amount as noted in the City Approved Bid Bond form, a revised Bid Bond with numerical dollar values, both in words and with digits, shall be submitted to the City within three (3) days of bid opening.

Within five (5) working days after the date of the Notice of Apparent Low Bidder, the Contractor shall execute and return the following documents to the City:

- All Insurance Requirements set forth herein
- Two (2) Original Signed Contract Agreements

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following documents to the City:

- Faithful Performance Bond
- Material and Labor Bond
- Construction Schedule
- Public Safety Plan
- Form W-9
- Construction Materials Submittals

FAILURE TO COMPLY WITH ALL OF THE ABOVE WILL RESULT IN ANNULMENT OF THE AWARD AND FORFEITURE OF THE PROPOSAL GUARANTEE AT THE SOLE DISCRETION OF City.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials. A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the Contract and bonds for the corporation have the authority to do so.

1-7.2 Contract Bonds. [Replace section with the following]:

Both the Faithful Performance Bond and the Material and Labor Bond shall each be for not less than one hundred percent (100%) of the total Contract amount. The Material and Labor Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will be held for one year after the date of recordation of the Notice of Completion.

Prior to the acceptance of any bond, the City shall verify that the surety is an admitted surety in the State of California. If requested by the City, the Contractor shall provide other information specified in the Code of Civil Procedure Section 995.660 to enable the City to verify the sufficiency of the bond.

Should any bond become insufficient, the Contractor shall correct the insufficiency within ten (10) calendar days after receiving notice from the City. The Contractor shall provide the City with evidence of the correction within ten (10) calendar days of said correction. Should any surety at any time be unsatisfactory to the City, written notice will be given to the Contractor to that effect. No further payments shall be deemed due or will be payable under the Contract until Contractor submits an acceptable bond from a surety accepted by the City. Changes to the work or extensions of time made pursuant to the Contract Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

SECTION 2 – SCOPE OF WORK.

2-1.1 PLANS AND SPECIFICATIONS [Add the following to this section]:

The Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

2-2 PERMITS. [Add the following to this section]:

Prior to the start of any work, the Contractor shall take out the applicable City Building permits and make arrangements for City inspections. Requests for inspections shall be made to the City at least 24 hours in advance of need. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive the usual City permit, plan check and inspection fees.

Further, Contractor shall ensure that its employees, agents, contractors, and subcontractors conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior throughout the duration of the Contract. Contractor shall not retain or employ an unlicensed subcontractor to perform work pursuant to this Contract. Contractor shall notify the City immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificate, waivers, and exemptions that may be required. Such inability shall be cause for termination of this Contract

2-8 EXTRA WORK.

2-8.2 Payment.

2-8.3 Markup.

(a) **Work by Contractor.** [Add the following to this section]: The following percentages shall be the maximum added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor	20
2) Materials	15
3) Equipment Rental	15
4) Other Items and Expenditures	15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** [Add the following to this section]: When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The costs of rental equipment shall not exceed the equipment rental rates in the surcharge and Equipment Rental Rates, as published by the State of California Business, Transportation, and Housing Agency and the California Department of Transportation, Division of Construction for the current fiscal year.

2-10 DISPUTED WORK. [Add the following to this section]:

If the Contractor and the City are unable to reach an agreement on disputed work, the City may direct the Contractor to proceed as directed. The City shall have the option, at its own discretion, to pay for said work through unilateral change order executed by the City after conducting its own analysis of the reasonable costs thereof. Although not to be construed as proceeding under extra work provisions in Section 3-3, the Contractor shall keep and furnish records of disputed work in accordance with Section 3-3.

In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the City as "extra work", the Contractor shall notify the City in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the City is not afforded proper supporting documentation by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation. Such notice by the Contractor, and the fact that the City has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the City. If the City determines that the claim is well founded, it shall be allowed and paid for as "extra work"; if the City determines that the claim is not well founded, it shall be disallowed and not paid.

SECTION 3 – CONTROL OF THE WORK.

3-10 SURVEYING.

3-10.5 Survey Services. [Add the following to this section]:

The Contractor shall be responsible for the finished work's conforming to the lines, grades and benchmarks given by the Engineer. The Contractor shall establish supplementary benchmarks, elevations, lines and grades and any other necessary controls which are not established by the Engineer and which are necessary to complete the work. Compensation for above work by the Contractor shall be included within the various items of work and no additional compensation will be allowed.

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

4-3.1 General. [Add the following to this section]:

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the Material Inspector and City Engineer. When Special Inspection is required, the Contractor shall notify the City and pay inspection fees 24 hours in

advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS. [Add the following to this section]:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

5-3 LABOR.

5-3.3 Payroll Records. [Add the following to this section]:

Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. Verified payroll records shall be submitted to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.

5-4.5 Compliance with Insurance Requirements. [Add the following to this section]:

Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any work or services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5-4.5.1 Types of Insurance Required. [Add the following to this section]:

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial

General Liability Insurance (Insurance Services Office form CG 00 01) written on an occurrence basis with limits of at least two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) in the general aggregate, and four million dollars (\$4,000,000.00) for completed operations aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance (Insurance Services Office form CA 001) written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5-4.5.2 Acceptability of Insurers. [Add the following to this section]:

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5-4.5.3 Insurance Endorsements. [Add the following to this section]:

Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

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

(2) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(3) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for completed operations to effectuate this requirement.

5-4.5.4 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5-4.5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5-4.5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subcontractors.

5-4.5.8 Evidence of Coverage.

Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The

certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5-4.5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5-4.5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5-4.5.11 Insurance for Subcontractors.

Contractor shall either: (1) include all subcontractors engaged in any work or services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subcontractors performing any work or services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

5-4.5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the work or services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

5-4.5.13 Contractor's Liability; City Not Liable; Claims Resolution

A. Contractor's liability. The Contractor shall be responsible for any loss or damage that may occur to:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property resulting from any cause which might have been prevented by the Contractor, including defects or obstructions at any time before completion of the work and its final acceptance.

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the City Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the City Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

C. City not liable. The City shall not be answerable or accountable in any manner, for any loss or damage that may occur to any of the following from any cause which might have been prevented by the Contractor:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property.

D. Claims Resolution. From time to time during the period of this contract, the City and/or the Contractor may be served with third-party claims, as a result of alleged conduct by Contractor. The following procedures shall be followed by City and Contractor:

For claims received by Contractor:

(1) Contractor shall provide City on a monthly basis details regarding any claim for damages to persons or property, including, date claim made, date of alleged damages, type of damages, alleged cause of damages and, as claims are resolved, details regarding Contractor's denial or payment of such claim and the reasons for denial or payment.

(2) Contractor shall resolve or deny any claim received within thirty (30) days of receipt. If Contractor is unable to resolve a claim within the thirty (30) days set forth above, it shall, prior to the expiration of the thirty (30) days request and extension in writing from the City.

For claims received by City:

(1) City shall process any claims received pursuant to Chapter 3-12 (Claims Against the City) of the Laguna Hills Municipal Code.

(2) If after investigation of the claim, the City determines the Contractor is liable under this Contract, City shall tender the claim to the Contractor for proper handling and resolution.

E. Retention of Claimed Damages by City. The City may retain so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City until disposition has been made of such suits or claims for damages aforesaid.

5-7 SAFETY.

5-7.1.3 Traffic and Access. [Add the following to section]:

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Pedestrian access shall be maintained at all times during construction and shall be in accordance with the Americans With Disabilities Act.

5.7.2 Safety Orders

5.7.2.1 General. [Add the following to this section]:

The Contractor shall comply with the provisions of any City ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descend.

In accordance with Section 6705 of the Labor Code, prior to any excavation involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to Engineer a written detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

In accordance with Section 7104 of the Public Contract Code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- I. That the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - B. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- II. The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

- III. That, in the event that a dispute arises between City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-7.2.2.1 Storage of Equipment and Materials in Public Streets. [Add the following section]:

The Contractor is required to, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Contractor shall submit to City written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by City. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-Project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to City. The Notice of Completion will not be issued until said release is submitted.

SECTION 6 - PROSECUTION AND PROGRESS OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.0 General. [Add the following section]:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The schedule shall establish the order of work which minimizes disruption of existing travel lanes.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the respective Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Liquidated damages will be assessed pending receipt of any outstanding reports, as set forth in Section 6-9.1 below.

6-1.3 Construction Schedule (Critical Path Method) [Add the following section]:

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these Special Provisions. Whenever the term "schedule" is used

in this section it shall mean CPM progress schedule illustrated by the Gantt Bar method. The schedule shall be prepared by qualified and experienced scheduling staff.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Contractor shall produce schedules using computer software and shall furnish compatible software for the Engineer's exclusive possession and use. The Contractor shall furnish network diagrams, narrative reports, tabular reports and schedule data as parts of each schedule submittal.

The number of activities shall be sufficient to assure adequate planning of the Project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.

Schedule activities shall include the following:

- A. A clear legible description.
- B. Start and finish dates.
- C. A duration of not less than one working day, except for event activities, and not more than 20 working days, unless otherwise authorized by the Engineer.
- D. At least one predecessor and one successor activity, except for Project start and finish milestones.
- E. Required constraints.
- F. Codes for responsibility, stage, work shifts, location and contract pay item numbers.

The Contractor may show a scheduled completion date that is later than the Contract completion date on an update schedule, after the baseline schedule is accepted. The Contractor shall provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule.

The Engineer's review and acceptance of schedules shall not waive any Contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be correct by the Contractor and resubmitted to the Engineer within five (5) working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the contractor from finishing all work within the time limit specified for completion of the Contract. If, after, a schedule has been accepted by the Engineer, either the Contractor or the Engineer discovers that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next schedule.

Payment for the Project schedule and revisions/updates to the schedule shall be made under other items of work and no additional payment shall be made therefore.

6-1.4 Acceleration. [Add the following section]:

The City reserves the right to accelerate the work of the Contract at any time during its performance. In the event the City directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from the normal Project cost records and shall provide a written record of acceleration costs to the City on a daily basis.

In the event the Contractor believes that some action or inaction on the part of the City constitutes an acceleration directive, the Contractor shall immediately notify the City in writing that the Contractor considers the actions or inactions an acceleration directive. The Contractor shall not accelerate their work efforts until the City responds to the written notification. If acceleration is then directed or required by the City, all cost records referred to in the previous paragraph shall be maintained by the Contractor and provided to the City on a daily basis.

In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

6-3 TIME OF COMPLETION.

6-3.1 General. [Add the following to this section]:

The time for completion shall be as set forth in the General Specifications.

6-3.2 Contract Time Accounting. [Add the following to this section]:

The Contractor's activities shall be confined to the hours between 7:00 AM and 4:00 PM, Monday through Friday, excluding holidays, unless otherwise specified. Work shall be prohibited any time on Saturday, Sunday or Federal Holidays except as provided herein. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates (premium time) including benefits, overhead, and travel time and are established based on the City's current fee schedule or professional services agreement for construction inspection services. The service fees will be deducted from any amounts due the Contractor.

Construction activities during City Special Events may be restricted by City to exclude all or part of the work on primary arterial or access roads to the Special Events as determined by Engineer. The Contractor shall be responsible to ascertain the exact times of any such events within his proposed construction schedule which may restrict his operation and shall adjust his schedule accordingly. The construction restrictions shall only be for the actual days the events occur. All costs for maintaining traffic control, protection of work site and re-mobilization shall be deemed as included in the lump sum contract for their respective items and no additional compensation will be allowed.

6-3.3 Completion, Acceptance, and Warranty. [Add the following section]:

Work will be deemed completed on the same date when the Notice of Completion is recorded with the County of Orange.

6-9 LIQUIDATED DAMAGES. [Add the following to this section]:

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be sustained by the City. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the City \$1,000.00. In addition, the City shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this contract. The Contractor and his sureties shall be liable for any excess cost.

6-9.1 Additional Liquidated Damages. [Add the following section]:

Additional liquidated damages will also be assessed in the amount of \$500.00 per calendar day for failure to follow a construction schedule or timely submit periodic progress reports as described in Section 6 of these Special Provisions.

Additional liquidated damages will also be assessed in the amount of \$500.00 per calendar day for failure to mobilize to the Project site within 10 working days of the date of the Notice of Proceed as specified in these Special Provisions.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. [Add the following to this section]:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-constructed conditions. The City shall withhold from the final payment \$15,000 in the event that the Contractor fails to return the control set of Plans and Specifications showing the as-constructed conditions.

SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract Agreement.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the City, and deposited with a State or Federally chartered bank as the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the City, pursuant to the construction contract. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive interest thereon. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the City approved securities with the escrow agent, the escrow agent shall notify the City within 10 calendar days of the deposit.

Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for City approval, and be held in the escrow account to meet the Contractor's obligations. Said securities shall be held by the escrow agent until such time as the escrow agent receives written notification from the City that the Contractor has satisfactorily completed his contract obligations.

Alternatively, the Contractor may request and the City shall make payment of retention earned directly to the escrow agent at the expense of the Contractor. The Contractor may direct the investment of the payment into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

The full five percent (5%) retention will be deducted from all payments. The City shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the Contract work, and pay retainage to the Contractor based on these acceptances. The Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the City. Federal law (49 CFR Section 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion. . The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

7-3.3 Delivered Materials. [Add the following to this section]:

Materials and equipment delivered but not incorporated into the work shall not be included in the estimate for progress payment.

7-3.4 Mobilization. [Add the following to this section]:

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for the work on this Project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the Project site. Mobilization is deemed to include all aspects of mobilization and de-mobilization work occurring during the life of the Project for any reason.

Full compensation for **Mobilization** shall be included in the Contract **LUMP SUM** price for the Project and shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein, and no additional compensation will be allowed.

SECTION 9 – FACILITIES FOR CONTRACT PERSONNEL. [Add this section]:

9-1 EXTENDED FIELD OFFICE OVERHEAD COST.

Within fourteen (14) calendar days after receipt of the Notice to Proceed, the Contractor shall submit written statement to the City detailing its field office overhead costs which are time related. The City will review this first cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be memorialized in a no cost change order. The daily rate agreed to in this change order will be applicable throughout the duration of the Contract. No field office costs will be paid until such an agreement is reached between the City and the Contractor and the change order concerning this daily rate is executed by both parties. Progress payments will be withheld pending receipt of the above-referenced cost submittal and executed change order.

The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act or omission of the City. This listing may include such cost items as on-site project management, supervision, Engineering and clerical salaries; on-site utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable cost in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading, fencing, mobilizations and demobilization costs; and the costs of permits, bonds and insurance coverage for the Project.

The individual wage cost components used to calculate the daily field office rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering, and clerical employees shall be based upon 2080 work hours per year and shall not include allowances for holidays, vacations, or sick time.

When applicable, the daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by change order and shall be added to the agreed upon change order cost. The days of delay shall be those caused solely by the acts or omissions of the City and documented by a time impact analysis prepared and submitted by the Contractor. In the event a deductive change order is issued which reduces time under the Contract, the daily field office overhead rate shall be used to calculate the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

SECTION 10 - RESPONSIBILITIES OF THE CONTRACTOR [Add this section]:

10-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

10-1.1 General.

Conduct of the Work. The Contractor shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no extraneous activity that might cause disruption to the Project site, surrounding areas, or residents. Failure to comply may result in the suspension of work, or removal of contractor's staff from the Project.

Noise Levels. A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

10-2 COOPERATION AND COLLATERAL WORK.

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule its work and conduct its operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the City Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

10-3 PROJECT SITE MAINTENANCE.

10-3.1 Cleanup and Dust Control.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and/or as directed by the Engineer. Contractor shall daily clean any parking lot spaces occupied by Project construction personnel for the duration of the project.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

10-3.1.1 Construction Cleaning [Add the following section]:

The Contractor shall:

- (a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- (b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or City Engineer. In any case, the Contractor shall use water or other

means to control the dust. No chemical agents may be used without written authorization from the Agency. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the Project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefore.

10-4 WATER POLLUTION CONTROL

10-4.1 Best Management Practices (BMPs)

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regards to this Project. This Project will require the Contractor to implement "Best Management Practices".

The Contractor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed that addresses his or her anticipated construction operations and meets the intent of the NPDES requirements. After the Notice of Award, the Contractor shall submit to the City a finalized and signed WPCP, which establishes the construction BMP requirements, for review and approval. No work will be allowed to begin without an approved WPCP on file with the City.

The Contractor shall utilize Best Management Practices (BMP's) outlined in the WPCP during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this Project include, but are not limited to, covering all storm drain inlets in the Project vicinity with water permeable fabric and gravel bags prior to performing any adjacent AC grinding, removal or paving operations or PCC ramp lip grinding; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the Owner's Representative.

The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Santa Ana Regional Water Quality Control Board
2. County of Orange

10-4.1.2 Payment

Full compensation for conforming to Subsection 7-8.6, including providing all necessary **Best Management Practices** shall be considered as included in the Contract **LUMP SUM** price for the Project and shall include finalizing and implementing the WPCP, if any.

10-6 CONTRACTORS RESPONSIBILITIES FOR WORK

Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the City) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the material occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the City Engineer, the Contractor shall at his expense properly store materials which have been partially paid for by the City or which have been furnished by the City. Such storage by the Contractor shall be on behalf of the City, the City shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored, except on written authorization from the City.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act as though instructed to do so by the City.

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-1 ROCK PRODUCTS.

200-1.1 General. [Add the following to this section]:

Alternate Rock Material - Type "S" is specified unless otherwise indicated.

The weight loss as determined by ASTM C131, shall not exceed 15 percent during 100 revolutions nor 52 percent during 500 revolutions.

Specified gradations represent the limits which determine the suitability of aggregate for use. Actual gradation shall be uniformly graded from coarse through fine, remaining proportionately distant from these limits

Coarse aggregate is material retained on the No. 4 (4.75 mm) sieve and fine aggregate is material passing the No. 4 (4.75 mm) sieve.

Materials may be sampled at any time until final formal acceptable of the Work.

200-1.1.3 Source. [Add the following section]:

Before beginning Portland cement concrete work the Contractor shall submit the name of the supplier to the Engineer as specified in 3-8. The supplier shall have on file with the Agency mix designs for Portland cement concrete conforming to 201-1.1 of the Specifications.

200-1.1.2 Statistical Testing. [Add the following to this section]:

Whenever the results of an individual test for any property of a material, other than concrete compressive strength, does not comply with the limits specified for the moving average should the next test be of the same value as that of the test being considered, the production of that material shall be suspended until corrective changes have been made by the Contractor and test indicate that the quality of the next material to be used in the work complies with that specified moving average.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1 Requirements.

201-1.1.1 General. [Add the following to this section]:

The same brand, type and source of cement and aggregate shall be used for all Portland Cement Concrete. All concrete used on the Project shall be 520-C-2500. Type V cement shall be used.

201-1.2 Materials.

201-1.2.1 Cement. [Add the following]:

Portland cement shall be Type II or Type V.

201-1.2.5.3 Fly Ash. [Delete this Section and Add the following]:

Fly ash shall not be used.

SECTION 210-1 PAINT.**210-1.6 [Add the following]****210-1.6.1 General.**

The paint for traffic striping and marking shall be as follows. Two coats of paint required:

- I. Rapid Dry Water-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-42L-30.
- II. Rapid Dry Solvent-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-12F0-05.
- III. Fast Dry Solvent-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-51K-04.

SECTION 211 - MATERIAL TESTS**211-1.2 Field Density.** [Add the following to this section]:

Field density tests will be made by the Engineer during the course of construction at the expense of the CITY. If field density tests indicate that any portion of the compacted sub-grade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas, which have failed compaction, will be performed by the Engineer at the Contractor's expense.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS [Replace the entire Section with the following]:**214-1 GENERAL.**

Traffic stripes and pavement markings shall conform to the State Standard Specifications as described in these specifications.

PART 3 CONSTRUCTION METHODS

GENERAL

Contractor to conduct the following work at the Laguna Hills Civic Center in order to design, prepare the site, furnish and install two (2) ChargePoint CT4000 dual-port charging stations with dedicated dual-circuits per charging station, or approved equal.

1. GENERAL REQUIREMENTS

- a. All work to be performed by a certified ChargePoint installer. See ChargePoint Make-Ready Requirements Specification (Appendix C and Appendix D) for certification requirements. Any fees associated with obtaining certification are the responsibility of the Contractor.
- b. All construction must conform to all local codes that are designated by the state, local municipality or authorities of the location where the work is being performed. Conduit and wire size will need to be determined based on the length of runs from electrical panel to the station location. The conduit and wire size shall also be sized to allow for future expansion of additional charging station units.
- c. Each Level II charging port requires a dedicated single-phase electrical circuit (32A @208/240V) with 40A circuit breaker at the electrical panel. A certified electrician must install all electrical circuits in accordance with local and National Electric Code Requirements.
- d. Only new 40A dual pole breakers are to be used. Used breakers can damage equipment and cause a fire risk.
- e. All work must conform to the ChargePoint Make-Ready Requirements Specifications (Appendix C) and the ChargePoint CT4000 Family Installation Guide (Appendix D), unless otherwise specified in these General Requirements.

2. PROJECT PLANS

- a. Contractor shall design and prepare plans and specifications in accordance with the City of Laguna Hills Codes and SCE standards and comply with the Americans with Disabilities Act (ADA) and following codes:

2018 California Standard Specifications for Public Works Construction (Greenbook)
 2019 California Administrative Code, Part 1, Title 24 C.C.R.
 2019 California Building Code (CBC), Part 2, Title 24 C.C.R.
 2019 California Electrical Code (CEC), Part 3, Title 24 C.C.R.
 2019 California Energy Code (CEC), Part 6, Title 24 C.C.R.
 2019 California Fire Code, Part 9, Title 24 C.C.R.
 2019 California Green Building Standards Code, Part 11, Title 24 C.C.R.

- b. Coordinate with Laguna Hills Building Department, SCE and other appropriate regulatory agencies to obtain permits.
- c. Secure and comply with permits including plan checking and inspection processes.

3. PRODUCTS

- a. Contractor shall furnish two (2) ChargePoint CT4000 Dual-Port Level II Commercial Charging Stations (or approved equal) including all appurtenances. Contractor shall coordinate with manufacturer for all necessary components and installation requirements. EV charging stations shall meet, at a minimum, the following specifications and requirements:
 - i. Weatherproof equipment, including but not limited to rain, win and flooding
 - ii. Use of high quality and visually attractive materials that complement and enhance the Civic Center facility location
 - iii. SAEJ1772 charge connectors with self-retractable cables
 - iv. Fully networked to allow for the management of charging operations including access, pricing, power distribution, and charging notifications.
 - v. Accessible to all members of the public without subscription-based membership
 - vi. Capable of accepting and processing point of sale transaction payments of all major credit cards and ATM cards through a secure system
 - vii. Publically available information on station location and real-time availability of charging stations
 - viii. Screen displays shall be user-friendly and easy to operate. Displays shall be LCD, LED or equivalent, and shall be readable in direct sunlight and at night.
 - ix. Level II (or higher) charging capacity
 - x. Security design that is both tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating
 - xi. Captures data on all charging operations and provides data to the City in regular, automated intervals
 - xii. Available 24/7 customer support

4. INFRASTRUCTURE REQUIREMENTS

- a. Electrical equipment (including circuit breakers, electrical panels, conduit and conductors) must meet all ChargePoint requirements and conform to all applicable local, state and federal codes.
- b. Concrete pads are to be of dimensions per ChargePoint specifications for charging station support.
- c. Supply and install bollards of sufficient number for charging station protection per ChargePoint specifications. Dimensions and color to match existing bollards at site.
- d. Supply and install parking signs and posts for EV charging.
- e. Stenciling/markings "EV CHARGING ONLY" in "white" paint for each EV parking space.
- f. Striping/restriping of all parking spaces along the entire row, stenciling of "NO PARKING" access aisle in white paint per ADA requirements, painting blue ADA symbols and painting all white parking double space lines to match existing.

5. SITE PREPARATION

- a. Identify and verify location of existing infrastructure. Protect in place.
- b. Conduct electrical upgrades, as needed, to supply charging stations (including electrical panels, circuit breakers, pull boxes, conduit and conductors) which meet all ChargePoint requirements and conform to all applicable local, state and federal codes.
- c. Conduct core drilling and/or wall penetration, as needed.
- d. Conduct trenching and boring, as needed. Trenches to be 24" below finish grade and of sufficient width to accommodate the conduits without overlap.
- e. Conduct placement of conduit and conductors.
- f. Conduct demolition and repair full concrete sidewalk panels. Color match concrete to existing.

6. INSTALLATION AND ASSEMBLY

- a. Install and assemble according to ChargePoint CT4000 Family Installation Guide specifications (Appendix D).

7. SITE VALIDATION SURVEY

- a. Perform Site Validation Survey (SVS) according to ChargePoint requirements found in Chapter 4 Steps 5-7 of the ChargePoint CT 4000 Family Installation Guide. Work must be performed by a certified ChargePoint Installer.

8. PAYMENT

- a. Full compensation for two (2) ChargePoint CT4000 dual-port electric vehicle charging stations (or approved equal) shall be included in the Contract LUMP SUM price for Dual Vehicle Charging Units and shall include all labor, materials, tools, equipment and other incidentals necessary to the referenced ChargePoint specifications and to the satisfaction of the City Engineer. Progress Payments shall not exceed 50% of the lump sum price for any one payment and shall otherwise be pro-rata, as approved, for the work performed.

PART 4 EXISTING IMPROVEMENTS

SECTION 402 – UTILITIES

402-7 LOCATION. [Add the following section]:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

The existence and locations of utilities shown on the drawings have been determined by a search of the available records as provided by the respective utility owner. The exact locations have not been determined by potholing unless so indicated on the drawings. The Contractor shall determine the exact location of all existing utilities prior to commencing work. **Contractor agrees to be fully responsible for any and all damages which may be caused by his failure to exactly locate and preserve any and all underground utilities, whether shown on the plans or not.** In the event the Contractor encounters underground utilities not shown on the plans, he shall verify the exact location of the utility and immediately notify the Engineer, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the Contractor shall immediately notify the Engineer as to the extent, if any, of delays or additional costs resulting from said conflict. The Contractor shall perform work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

In the event the Contractor damages an existing utility line, the Contractor shall restore damaged utilities within three (3) working days.

Pursuant to Government Code Section 4215, if any main or trunkline utility facilities that are not indicated in the drawings, plans or specifications and are determined by Contractor to be located on the site of any construction project that is a subject of the contract, the City shall assume the responsibility for timely removal, relocation, or protection of the existing main or trunkline utility facilities. The Contractor will be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of City or the utility owner to provide for removal or relocation of such utility facilities. Nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the City from identifying main or trunklines in the plans or specifications. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays which are responsibility of the utility. Nothing herein shall be construed to relieve the utility from any obligation as required either by law or contract to pay the cost of removal or relocation of existing utility facilities. If the Contractor, while performing the contract, discovers utility facilities not

identified by the City in the Contract Plans or Specifications, Contractor shall immediately notify the Engineer and utility in writing. The public utility, whether they are the owner, has sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

Appendix A – Construction & Demolition Waste Reduction & Recycling Plan



Construction & Demolition Waste Recycling Program Information Sheet

The City of Laguna Hills' Construction and Demolition (C&D) Waste Recycling Program is established per City Ordinance No. 2018-4 and Resolution No. 2018-11-13-2. The purpose of this program is to promote the recycling of C&D waste, to reduce the amount of such material that is landfilled, to protect the public health, safety, and welfare, and to assist the City in meeting State of California mandated C&D waste diversion requirements. The minimum percentage amount required to be diverted from landfills is set forth by State law and is currently 65%. Currently, applicants are required to divert 65% of the total C&D waste tonnage at a project site from landfills.

Please also note that Universal Waste items cannot be disposed in the trash. Universal Waste is hazardous waste that is widely produced by households and many different types of businesses such as televisions, computers, electronic devices, batteries, fluorescent lamp, mercury thermostats and other mercury-containing equipment. For more information about Universal Waste visit CalRecycle's website at: www.calrecycle.ca.gov/HomeHazWaste/uwaste.

1

What projects are required to divert C&D debris?

All projects that require a building permit or an encroachment permit and generate C&D material are required to divert this material from landfills. These projects are called Covered Projects under the City of Laguna Hills' C&D Waste and Recycling Program.

2

What projects are not required to divert C&D debris?

The following types of projects are not required to divert C&D debris and are not required to submit a Waste Plan or a security deposit:

- Work for which only a plumbing, electrical, or mechanical permit is required.
- Seismic tie-down projects.
- Installation of pre-fabricated patio enclosures and covers where no foundation or other structural building modifications are required.
- Installation of pre-fabricated accessories such as signs or antennas where no structural building modifications are required.
- Other work that the C&D Compliance Official determines will not produce C&D waste.
- City-sponsored projects.

3

How much is the Security Deposit?

For each application for a building or encroachment permit for Covered Projects the following security deposits shall apply:

	Security Deposit per square foot	Minimum amount of Security Deposit	Maximum amount of Security Deposit
Residential projects	\$.30	\$100	\$3,750
Commercial projects	\$.50	\$250	\$7,143

4

What steps are involved in the Recycling Program?

Follow the steps below if your project is required to divert C&D debris:

Step 1 – Complete and submit a Waste Plan, Security Deposit, and an Administration Fee with your building or encroachment permit application. The Waste Plan indicates the estimated quantities of C&D debris generated at your project site, the estimated quantities of materials reused, recycled, and/or disposed of, and the reuse, recycling, and disposal facilities and service providers you plan to use.

Step 2 – During construction/demolition, gather data for your Recycling Summary Report. You are required to keep all weight tags, gate receipts, and/or invoices necessary to document actual quantities of materials generated, reused, recycled, and/or disposed of throughout your project, as well as facilities or service providers used.

Step 3 – Complete and submit a Construction and Demolition Waste Recycling and Disposal Report Summary (Report Summary). Unlike the Waste Plan, which is an estimate, the Report Summary documents your actual C&D Waste tonnages. You will need to attach all documentation gathered in Step 2 to the Report Summary. The Report Summary must be completed within sixty (60) days after completion of your project.

Step 4 – The City will refund your Security Deposit if you have diverted the required diversion requirement as established by the State and abided by your Waste Plan. Please note that your Security Deposit will be forfeited if the City does not receive your completed Report Summary within sixty (60) days after receiving the Building Inspector's sign-off for the final inspection of your project. Security Deposits are also forfeited upon sixty (60) days after a permit expiration date.

5

Who can I contact for more information?

- The City of Laguna Hills franchised waste hauler, CR&R, will provide assistance to applicants in developing and implementing a Waste Plan. CR&R's phone number is (800) 826-9677.
- Should you have any questions regarding this form, or the C&D Waste Recycling Program, please call the City of Laguna Hills at (949) 707-2627.



CONSTRUCTION AND DEMOLITION WASTE REDUCTION AND RECYCLING PLAN

Please complete the following form for construction and demolition materials produced as a result of work performed in the City of Laguna Hills. The City's franchised waste hauler, CR&R, will provide assistance to applicants in developing and implementing a Waste Reduction and Recycling Plan. CR&R's phone number is (877) 728-0446. Should you have any questions regarding this form, or the C&D Waste Recycling Program, please call the City of Laguna Hills at (949) 707-2627.

1. Project & Applicant Info.

Owner's Name: _____ Date: _____

Project Address: _____

Owner Telephone: _____

Contractor Name: _____

Contractor Contact name: _____

Contractor Telephone: _____

Approximate Square Footage of Project: _____
(cubic yards for encroachment permits)

Demolition Dates: Start _____ End _____

Construction Dates: Start _____ End _____

2. Description of Diversion Plan

Briefly state how waste materials will be handled at your job site to ensure salvage/reuse or recycling. Also explain how you will inform your workers/sub-contractors of your Waste Reduction and Recycling Plan requirements and ensure their participation. If you plan on using CR&R to handle the hauling of your project's C&D waste, please check the box below and skip # 4 on this form—no other description of how waste will be handled is necessary.

☐ CR&R Bins and Roll-off boxes will be used for this project.

3. Exemption

Please fill out the section below if you believe that your project is entitled to an exemption and not required to divert or recycle C&D debris.

CITY USE ONLY

Project Description: _____

Approximate Dollar Value of Construction / Demolition: \$ _____

4. Material Handling Estimate

Please complete the worksheet on page 3 that will help identify the types of materials, estimated quantities, and how the waste material will be reduced, recycled or disposed at your project site. Estimates should be calculated in tons and use the attached Materials Conversion Worksheet for conversion factors. Fill in the estimated diversion percentage calculated in Section F on page 3 on line 4a below.

4a. Diversion Percentage Estimate from Section F. (pg. 3): _____%

4b. Is the percentage listed in 4a above greater than or equal to 65%? ☐ YES ☐ NO

4c. If NO, explain why: _____

5. Verification

"To the best of my knowledge, the tonnage and diversion percentage estimates reported on this form are my best estimate of the disposition of the construction and demolition materials generated at this project site.

Print Name: _____ Signature: _____

Date: _____

FOR CITY USE ONLY

Plan Approval Status:

- ☐ Approved
☐ Further explanation needed (see attached)
☐ Denied

Exemption Status:

- ☐ Exempted Approved
☐ Exempted Denied

☐ Administration Fee Collected (\$44.13)

☐ Security Deposit Amount: \$_____ Security Deposit CR#: _____

Comments:

Reviewed By: _____ Signature: _____

Date: _____

Material Handling Estimate Worksheet

Column A: List Estimated Quantities of waste for each material type (in tons). To convert yards to tons, use the attached Materials Conversion Worksheet

Columns B, C, D: List estimated quantities reused, recycled, or disposed based on Column A quantities.

Column E: State the name of all vendors or facilities used to reuse, recycle or dispose of materials listed. See example below for cases where more than one facility was used for a particular material type.

Column Totals: Add up all material quantities for each column.

Section F. Calculate the estimated diversion percentage in the section at the bottom of this worksheet and enter the percentage on page 2, line 4a, of this form.

Attach another Worksheet if more room is needed.

Materials	A Total Quantity Discarded	B Salvage or Reuse	C Recycling	D Disposal (Landfill)	E Proposed Destination(s)
<i>Example:</i> Cardboard	2 tons		1.5	0.5	(Recycle) XYZ Recycling Facility (Disposal) Prima Deschecha Landfill
Asphalt & Concrete					
Brick/Masonry/Tile					
Cardboard					
Wood					
Metals					
Landscape Debris (do not include dirt)					
Dirt					
Garbage/Trash					
Other					
Other					
Column Totals	A	B	C	D	

F. Diversion Percentage Estimate:

Column Totals B _____ + C _____ = _____ / A _____ = _____ X 100% = _____ %
 (Transfer % amount to 4a on page 2)

Appendix B – Laguna Hills Civic Center EV Charging Stations Project Plan

EV CHARGING STATIONS PROJECT CONSTRUCTION NOTES:

- (1) DEVELOP ELECTRICAL PLANS & OBTAIN APPROVALS FROM APPROPRIATE AGENCIES INCLUDING SCE & LAGUNA HILLS BUILDING DEPARTMENT
- (2) RUN ELECTRICAL CONDUIT FROM ELECTRICAL ROOM TO EV CHARGING STATIONS AT 24" BELOW FINISHED GRADE
- (3) REMOVE AND REPLACE FULL CONCRETE PANELS AS NECESSARY TO INSTALL ELECTRICAL CONDUIT, COLOR MATCH CONCRETE TO EXISTING
- (4) INSTALL (2) DUAL PORT "LEVEL II" EV CHARGING STATIONS & ALL APPURTENANCES
- (5) RESTRIPE PARKING SPACES ALONG WEST SIDE OF BUILDING INCLUDING (1) NEW EV/HANDICAP ACCESSIBLE PARKING SPACE, (3) EV PARKING SPACES AND RESTRIPE REMAINING SPACES

CONSTRUCTION NOTES:

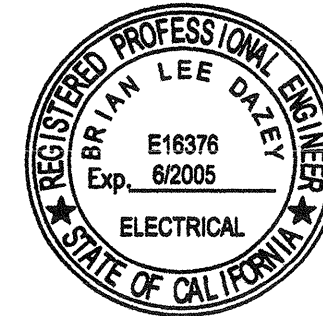
1. REFER TO ARCHITECTURAL PLANS FOR LIMITS OF DEMOLITION. PROVIDE ADDITIONAL SAWCUTTING, REMOVAL, TRENCHING, EXCAVATION, BACKFILL AND REPLACEMENT OF HARDSCAPE & SOFTSCAPE TO MATCH EXISTING AS REQUIRED TO COMPLETE WORK SHOWN.
2. ALL FEEDERS SHOWN ARE ROUTED UNDER GROUND AND FED FROM LIGHTING CONTROL PANEL "L1A". TOP OF CONDUITS SHALL BE MINIMUM 30" BELOW FINISH GRADE.
3. PROVIDE #10 AWG WIRE FROM LIGHT POLE FUSE HOLDERS TO LIGHT FIXTURES AT TOP OF POLE.
4. COORDINATE EXACT LOCATIONS OF POLES WITH ARCHITECT AND FORMA PRIOR TO ROUGH IN.
5. SITE LIGHTING CIRCUITS SHOWN ARE MINIMUM 3/4"-3/8"AWG & 1/8" GROUND (OR 2/8 & 1/8 GROUND TO THE LAST FIXTURE IN THE CIRCUIT), UNLESS NOTED OTHERWISE.
6. SEE SHEET E210 FOR WALL MOUNTED EXTERIOR FIXTURES CIRCUITING.
7. REFER TO FORMA LANDSCAPE DRAWINGS AND EXTERIOR FIXTURE SCHEDULE FOR LIGHT FIXTURE TYPES AND ADDITIONAL DETAILS.

PLAN NOTES:

- (1) DISCONNECT AND REMOVE LIGHT POLE AND CONCRETE BASE. CUT, CAP AND ABANDON CONDUIT, AND REMOVE CONDUCTORS BACK TO PANEL.
- (2) NEW LIGHT POLE, CONCRETE BASE AND CIRCUITS SHOWN TO REPLACE EXISTING.
- (3) PROVIDE 17'x30'x24" CONCRETE PULL BOX WITH HEAVY DUTY COVER RATED FOR VEHICULAR TRAFFIC.
- (4) IN GRADE FLAG POLE UPLIGHT FIXTURE TYPE "KK", TYPICAL OF 3.
- (5) PROVIDE 1-1/2" C-3/4 & 1/8 GROUND.
- (6) PROVIDE (2) 1-1/2" C-3/4 & 1/8 GND. AND 1" C-2#4 & 1/8 GND.
- (7) PROVIDE: (3) 1-1/2" C-3/4 & 1/8 GND. AND 1" C-2#4 & 1/8 GND. ROUTE CONDUITS UNDERGROUND TO ROOM #126. ROUTE UP THE WALL ADJACENT TO ELECTRICAL ROOM #119 TO PANEL "L1A" VIA ACCESSIBLE CEILING SPACE. REFER TO SHEET E350/1 FOR LOCATIONS.
- (8) DISCONNECT AND REMOVE DISCONNECT SWITCH TO COOLING TOWER. CUT, CAP AND ABANDON CONDUIT, AND REMOVE CONDUCTORS BACK TO PANEL "MCC2". REMOVE STARTER, HOA, AND OTHER COMPONENTS FOR COOLING TOWER CONTROL WITHIN "MCC2".
- (9) REFER TO SINGLE LINE DIAGRAM FOR QUANTITIES AND SIZES OF FEEDERS. ROUTE CONDUITS UNDERGROUND TO ROOM #126. ROUTE UP THE WALL ADJACENT TO ELECTRICAL ROOM #119 AND TO BUILDING PANELS VIA ACCESSIBLE CEILING AS REQUIRED. REFER TO SHEET E350 FOR LOCATIONS.
- (10) REMOVE EXISTING CONDUIT AND REPLACE WITH (1) 3" CONDUIT AND PULL WIRE TO TELEPHONE BACKBOARD LOCATED IN ELECTRICAL CLOSET #117.
- (11) PROVIDE 30AMP/2-POLE DISCONNECT SWITCH IN EXISTING CLOSET FOR CONNECTION TO FOUNTAIN PUMP CONTROLLER. REFER TO LANDSCAPE PLANS FOR ADDITIONAL DETAILS AND COORDINATE WITH FOUNTAIN INSTALLER PRIOR TO ROUGH IN.
- (12) PROVIDE 1" C-2#4 AWG & 1/8 AWG GROUND TO FOUNTAIN CONTROLLER DISCONNECT.
- (13) IN GRADE TREE WELL UPLIGHT FIXTURE TYPE "GG", TYPICAL THIS SYMBOL UNLESS NOTED OTHERWISE.
- (14) MONUMENT SIGN LIGHT FIXTURE TYPE "HH", TYPICAL THIS SYMBOL UNLESS NOTED OTHERWISE.

Carter-Burgess

Carter & Burgess, Inc.
275B McCormick Avenue
Costa Mesa, CA 92626



ISSUES/REVISIONS

6/06/03	FINAL BID SET
5/23/03	BID SUBMITTAL
5/06/03	PLAN CHECK SUBMITTAL
1/24/03	DD PRICING SET

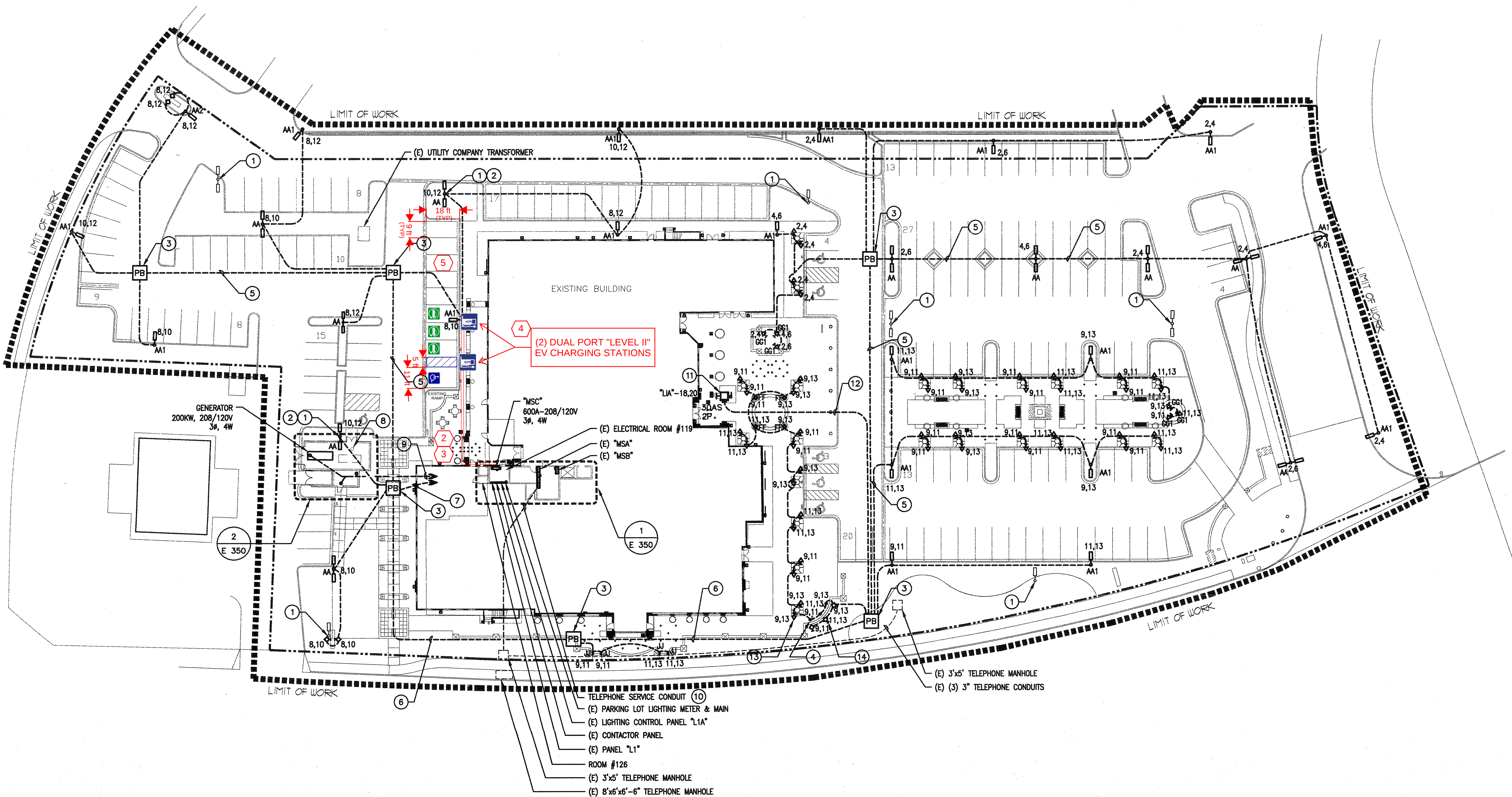
LAGUNA HILLS CIVIC CENTER RENOVATION

City of Laguna Hills
25201 Paseo de Alicia
Suite 150
Laguna Hills, CA 92653

DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
JAM	BLD	CNB	CNB
PROJECT NUMBER:	440159		
SCALE:	AS NOTED		
DATE:	6/06/03		

ELECTRICAL SITE PLAN

E100



Carter-BurgessCarter & Burgess, Inc.
275B McCormick Avenue
Costa Mesa, CA 92626**CONSTRUCTION NOTES:**

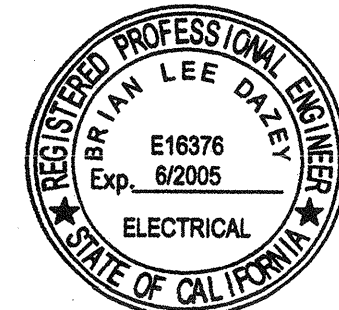
1. REFER TO MECHANICAL PLANS FOR EXACT LOCATIONS OF MECHANICAL EQUIPMENT AND RELATED DEVICES.
2. CONDUIT PENETRATIONS THROUGH ACOUSTICALLY RATED WALLS SHALL BE SEALED AND CALKED AS REQUIRED TO LIMIT SOUND TRANSMISSION. CONTRACTOR SHALL PROVIDE OUTLET ACOUSTICAL "PADS" BEHIND JUNCTION BOXES INSTALLED IN ACOUSTICALLY RATED WALLS. REFER TO ARCHITECTURAL PLANS FOR PENETRATION AND ACOUSTICAL PAD DETAILS AND REQUIREMENTS.
3. PROVIDE TRENCHING, CORES, PATCH AND PAINT AS REQUIRED.
4. REFER TO SECURITY DRAWINGS FOR ADDITIONAL POWER & ROUGH-IN REQUIREMENTS AND DETAILS PRIOR TO COMMENCEMENT OF WORK.
5. CONTRACTOR SHALL PROVIDE BOXES, CONDUITS AND PULL WIRE AS REQUIRED FOR A COMPLETE LOW VOLTAGE (SIGNAL) RACEWAY SYSTEM TO SECURITY EQUIPMENT AND DEVICES AS SHOWN ON SECURITY DRAWINGS.
6. CONTRACTOR SHALL PROVIDE POWER CIRCUITS AND CONNECTIONS TO SECURITY EQUIPMENT AND DEVICES TO INCLUDE BUT NOT LIMITED TO: CAMERAS, MONITORS, TAPE RECORDERS, EQUIPMENT RACKS, CCTV POWER SUPPLIES, ELECTRIFIED DOOR STRIKES, ETC., AS SHOWN ON SECURITY DRAWINGS.
7. REFER TO AUDIO/VISUAL DRAWINGS FOR ADDITIONAL POWER & ROUGH-IN REQUIREMENTS AND DETAILS PRIOR TO COMMENCEMENT OF WORK.
8. CONTRACTOR SHALL PROVIDE BOXES, CONDUITS AND PULL WIRE AS REQUIRED FOR A COMPLETE LOW VOLTAGE (SIGNAL) RACEWAY SYSTEM TO AUDIO/VISUAL EQUIPMENT AND DEVICES AS SHOWN ON AUDIO/VISUAL DRAWINGS.

EV CHARGING STATIONS PROJECT CONSTRUCTION NOTES:

1. DEVELOP ELECTRICAL PLANS & OBTAIN APPROVALS FROM APPROPRIATE AGENCIES INCLUDING SCE & LAGUNA HILLS BUILDING DEPARTMENT
2. RUN ELECTRICAL CONDUIT FROM ELECTRICAL ROOM TO EV CHARGING STATIONS AT 24" BELOW FINISHED GRADE
3. REMOVE AND REPLACE FULL CONCRETE PANELS AS NECESSARY TO INSTALL ELECTRICAL CONDUIT, COLOR MATCH CONCRETE TO EXISTING
4. INSTALL (2) DUAL PORT "LEVEL II" EV CHARGING STATIONS & ALL APPURTENANCES
5. RESTRIPE PARKING SPACES ALONG WEST SIDE OF BUILDING INCLUDING (1) NEW EV/HANDICAP ACCESSIBLE PARKING SPACE, (3) EV PARKING SPACES AND RESTRIPE REMAINING SPACES

PLAN NOTES:

1. REFER TO SHEET E 311 FOR WORK WITHIN THIS TENANT IMPROVEMENT AREA.
2. RESTROOM GFI TYPE RECEPTACLE TO BE MOUNTED ABOVE COUNTERTOP.
3. PROVIDE "DECORA" STYLE RECEPTACLE AND COVER PLATE TO REPLACE EXISTING. CONNECT TO EXISTING BRANCH CIRCUIT. VERIFY COLOR WITH ARCHITECT.
4. PROVIDE PULLBOXES, CONDUITS AND WIRES TO INTERCEPT AND REROUTE FEEDERS TO PANELS "1A" AND "1B" AS SHOWN. FIELD VERIFY LOCATIONS TO INTERCEPT. REFER TO SINGLE LINE DIAGRAM DRAWING FOR ADDITIONAL INFORMATION.
5. ALL RECEPTACLES AND JUNCTION BOXES SHOWN IN COUNCIL CHAMBER AREA ARE FOR POWER CONNECTION TO AUDIO VISUAL EQUIPMENT. REFER TO AUDIO VISUAL DRAWINGS FOR DETAILS. COORDINATE WITH AUDIO VISUAL CONTRACTOR FOR DEVICE TYPE, MOUNTING (FURNITURE, FLOOR, CEILING, ETC.) AND OTHER REQUIREMENTS PRIOR TO ROUGH-IN. ROUTE CONDUITS UNDER RAISED FLOOR TO THE NEAREST FULL HEIGHT WALL. FIELD VERIFY CONDUIT ROUTING. MAKE ADJUSTMENTS AS REQUIRED.
6. PROVIDE POWER CONNECTION TO A/V EQUIPMENT RACK. EACH CIRCUIT SHALL BE PROVIDED WITH SEPARATE NEUTRAL AND GROUND. REFER TO AUDIO VISUAL DRAWINGS FOR DETAILS. COORDINATE WITH AUDIO VISUAL CONTRACTOR.
7. REFER TO AUDIO VISUAL DRAWINGS FOR TELEPHONE / DATA REQUIREMENTS. COORDINATE WITH AUDIO VISUAL CONTRACTOR AND PROVIDE CONDUITS, J-BOXES, OUTLETS AND CABLING AS REQUIRED.
8. EXISTING CONDUIT ROUTING SHOWN FOR REFERENCE ONLY. FIELD VERIFY.
9. PROVIDE 3/4" CONDUIT ONLY FROM CORRESPONDING A/C UNIT TO THERMOSTAT BY MECHANICAL CONTRACTOR. COORDINATE WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN. CONTROL WIRING IS BY MECHANICAL.
10. PROVIDE A PULLBOX IN CEILING SPACE AND CONDUITS ONLY AS SHOWN FOR TELECOM WIRING TO COUNCIL CHAMBER. EXTEND CONDUITS DOWN AND STUB UNDER RAISED FLOOR. COORDINATE WITH A/V CONTRACTOR.
11. PROVIDE CONDUIT ONLY AS SHOWN FOR FUTURE CABLE TV.



ISSUES/REVISIONS

6/06/03	FINAL BID SET
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5/06/03	PLAN CHECK SUBMITTAL
1/24/03	DD PRICING SET

LAGUNA HILLS CIVIC CENTER RENOVATIONCity of Laguna Hills
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DESIGNED BY:	RT	DRAWN BY:	RT	CHECKED BY:	BLD	APPROVED BY:	CNB
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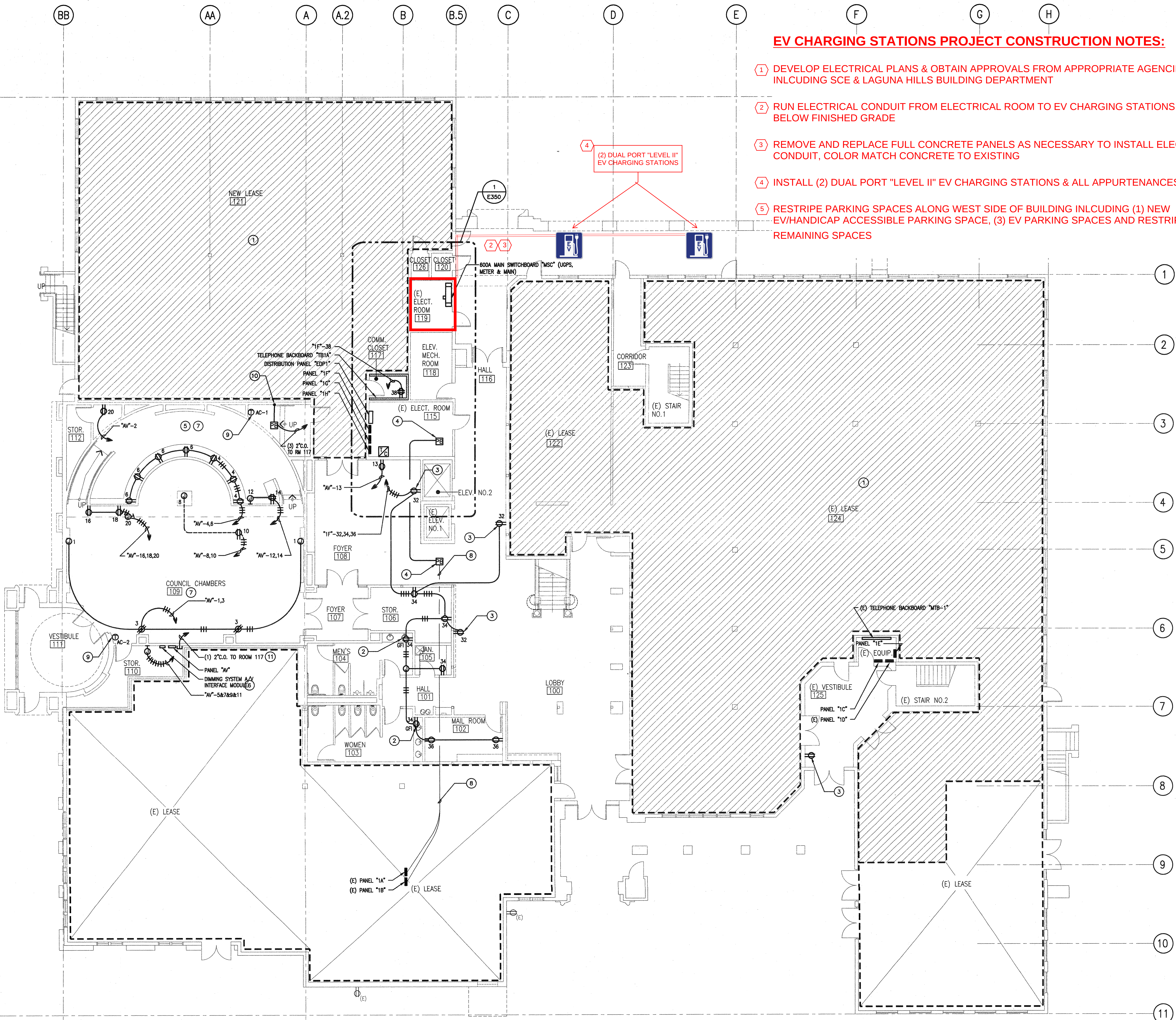
**FIRST FLOOR POWER & SIGNAL PLAN
BASE BUILDING****E310****FIRST FLOOR POWER & SIGNAL PLAN - BASE BUILDING**

SCALE:

1/8"=1'-0"

1

NORTH



CONSTRUCTION NOTES:

1. REFER TO MECHANICAL PLANS FOR EXACT LOCATIONS OF MECHANICAL EQUIPMENT AND PROVIDE ADDITIONAL JUNCTION BOXES, CONDUITS AND/OR WIRE AS REQUIRED FOR CONNECTION TO MECHANICAL EQUIPMENT. COORDINATE WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH IN.
2. REFER TO ELECTRICAL PANEL SCHEDULES FOR CIRCUITS CONTROLLED VIA TIMELOCK AND TIMED OVERRIDE.
3. PROVIDE POWER CONNECTION TO MECHANICAL EQUIPMENT AND ASSOCIATED DEVICES AS REQUIRED BY MANUFACTURER'S EQUIPMENT INSTALLATION MANUAL.

PLAN NOTES:

1. PROVIDE DUPLEX PUMP CONTROL CENTER IN A NEMA 3R ENCLOSURE WITH TERMINAL BLOCK AND DRY CONTACTS FOR TIMELOCK CONTROL (AFTER HOURS SHUTDOWN), AND LIQUID TIGHT FLEX CONNECTION TO CONDENSOR WATER PUMPS. REFER TO MECHANICAL PLANS AND SPECIFICATIONS FOR DETAILS AND ADDITIONAL REQUIREMENTS.
2. REFER TO SINGLE LINE DIAGRAM AND SITE PLAN, SHEETS E500 & E100 FOR CONDUIT AND WIRE SIZES AND ROUTING REQUIREMENTS.
3. PROVIDE 3/4" C-4#10 & 1#10 GROUND.
4. PROVIDE 3-POLE DISCONNECT SWITCH IN A NEMA 3R ENCLOSURE AND CONNECTION TO "CP-1". FIELD COORDINATE CONDUIT ROUTING.
5. PROVIDE 3-POLE DISCONNECT SWITCH IN A NEMA 3R ENCLOSURE AND CONNECTION TO DUPLEX PUMP CONTROLLER. FIELD COORDINATE CONDUIT ROUTING.
6. PROVIDE TOGGLE TYPE MOTOR RATED DISCONNECT SWITCH AND POWER CONNECTION TO BOILER CONTROL PANEL. PROVIDE WITH "TATMAC" WEATHERPROOF ENCLOSURE OR APPROVED EQUAL TO MEET NEC 410-57(b). PROVIDE POWER CONNECTION TO BOILER CONTROL PANEL AND BOILER PUMP. FIELD COORDINATE CONDUIT ROUTING.
7. PROVIDE DIGITAL PROGRAMMABLE TIMELOCK IN A WEATHERPROOF NEMA 3R ENCLOSURE, CONDUIT AND WIRE TO MECHANICAL EQUIPMENT CONTROL PANELS FOR AUTOMATIC SHUTOFF. PROVIDE POWER CONNECTION FROM UNSWITCHED "HOT" BOILER CONTROL CIRCUIT AS SHOWN.
8. PROVIDE 1" C-6#10 & 1#10 GROUND. SEE SHEETS E100 & E500 FOR ROUTING.
9. COORDINATE WITH MECHANICAL CONTRACTOR FOR PROVISION OF TERMINAL BLOCK AND DRY CONTACTS FOR TIMELOCK CONTROL (AFTER HOURS SHUTDOWN).
10. PROVIDE POWER CONNECTION TO EXISTING COOLING TOWER FAN AND SPRAY PUMP. FIELD COORDINATE FOR CONDUIT AND WIRE SIZES.
11. PROVIDE EMERGENCY POWER OFF (EPO) BUTTON FOR MANUAL SHUTDOWN OF EMERGENCY GENERATOR. SEE DETAIL 1 THIS SHEET.

CONSTRUCTION NOTES:

1. REFER TO ELEVATOR SUBMITTAL FOR ADDITIONAL REQUIREMENTS/DETAILS AND COORDINATE LOCATIONS WITH ELEVATOR INSTALLER PRIOR TO ROUGH IN.
2. REFER TO MECHANICAL PLANS FOR EXACT LOCATIONS OF MECHANICAL EQUIPMENT AND PROVIDE ADDITIONAL JUNCTION BOXES, CONDUITS AND/OR WIRE AS REQUIRED FOR CONNECTION TO MECHANICAL EQUIPMENT. COORDINATE WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH IN.

PLAN NOTES:

1. PROVIDE 100 AMP, 3-POLE FUSED DISCONNECT SWITCH WITH 80 AMP DUAL ELEMENT FUSES FOR CONNECTION TO ELEVATOR CONTROLLER. PROVIDE ONE (1) NORMALLY OPEN CONTACT AND ONE (1) NORMALLY CLOSED CONTACT FOR ANTI-POWER OUTAGE ENTRAPMENT OPTION.
2. PROVIDE CONDUIT TO ELEVATOR CONTROL ROOM PER ELEVATOR SHOP DRAWINGS.
3. PROVIDE A 20 AMP LOCKABLE SWITCH WITH GFI CIRCUIT FOR CONNECTION TO ELEVATOR CAR LIGHTS AND FAN.
4. PROVIDE KEYLESS PORCELAIN LIGHT FIXTURE (GE #65740-7) WITH WIRE GUARD, SWITCH, PHONE OUTLET, AND CONVENIENCE "OFF" RECEPTACLE IN ELEVATOR PIT.
5. PROVIDE DEDICATED HOT PHONE LINE IN ELEVATOR MACHINE ROOM FOR PHONE IN ELEVATOR CAB.
6. PROVIDE 3-POLE FUSED DISCONNECT SWITCH (MATCH SIZE, COMPONENTS AND FUSING OF EXISTING) TO RELOCATED ELEVATOR CONTROL PANEL. PROVIDE NEW FEEDER FROM EXISTING MAIN DISCONNECT IN MAIN DISTRIBUTION BOARD "MSB".
7. SEE SINGLE LINE DIAGRAM FOR POWER CONNECTION TO ELEVATOR.
8. TO ELEVATOR CONTROLLER.
9. REPLACE EXISTING TIMELOCK WITH A DIGITAL MULTI-CHANNEL TIMELOCK FOR SITE LIGHTING AND WATER FOUNTAIN CONTROL, AND PROVIDE NEW CONTACTORS IN PANEL AS REQUIRED. REFER TO PANEL SCHEDULES FOR CIRCUITS ON TIMELOCK CONTROL.
10. EXISTING WATER LINE AND FIRE SPRINKLER SUPPLY LINE TO BE REMOVED FROM THE ELECTRICAL ROOM AND RE-ROUTED BY OTHERS. COORDINATE WITH PLUMBING AND FIRE PROTECTION CONTRACTOR AND PROTECT ELECTRICAL EQUIPMENT PRIOR TO COMMENCEMENT OF WORK.
11. PROVIDE JUNCTION BOX, MOTOR RATED SWITCH, AND LIQUID TIGHT CONNECTION TO SLUMP PUMP.
12. PROVIDE BLACK LAMINATE SIGN TO READ "MAIN NORMAL POWER DISCONNECT #1 OF 3".
13. PROVIDE BLACK LAMINATE SIGN TO READ "MAIN NORMAL POWER DISCONNECT #2 OF 3".
14. PROVIDE BLACK LAMINATE SIGN TO READ "MAIN NORMAL POWER DISCONNECT #3 OF 3".
15. PROVIDE BLACK LAMINATE SIGN TO READ "EMERGENCY POWER OFF (EPO) IS LOCATED IN THIS ROOM".
16. PROVIDE 120V POWER CONNECTION TO IRRIGATION CONTROLLER. COORDINATE WITH LANDSCAPE CONTRACTOR PRIOR TO ROUGH-IN.

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ISSUES/REVISIONS

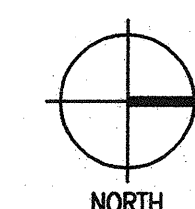
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5/23/03	BID SUBMITTAL
5/06/03	PLAN CHECK SUBMITTAL
1/24/03	DD PRICING SET

LAGUNA HILLS CIVIC CENTER RENOVATION

City of Laguna Hills
25201 Paseo de Alicia
Suite 150
Laguna Hills, CA 92653

DRAWN BY:	RT	DESIGNED BY:	BLD	CHECKED BY:	CNB
PROJECT NUMBER:	440159	DATE:	6/06/03	APPROVED BY:	
SCALE:	AS NOTED				

ENLARGED
POWER & SIGNAL
PLANS

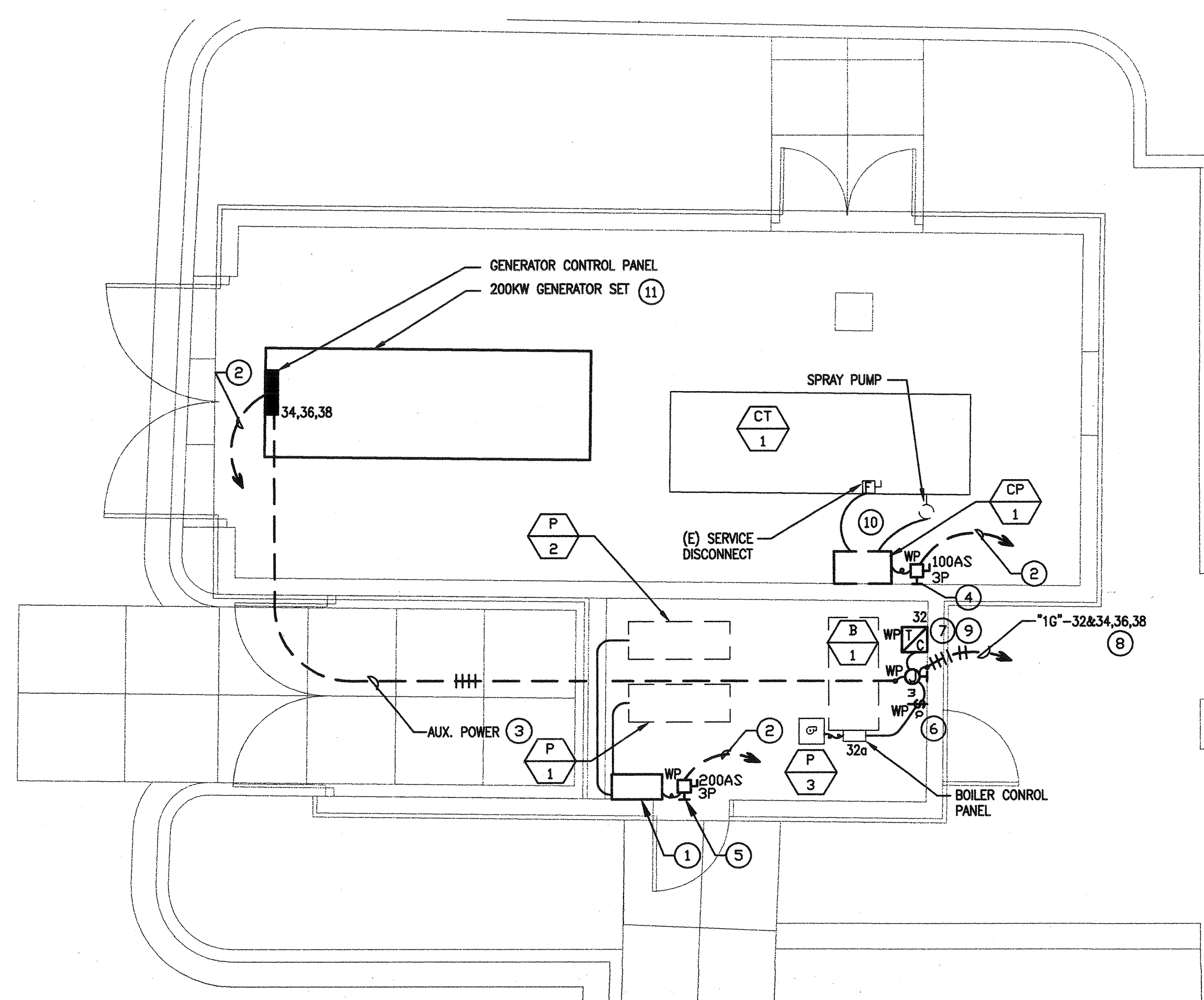


SCALE:
1/4"=1'-0"

1

ENLARGED POWER & SIGNAL PLAN

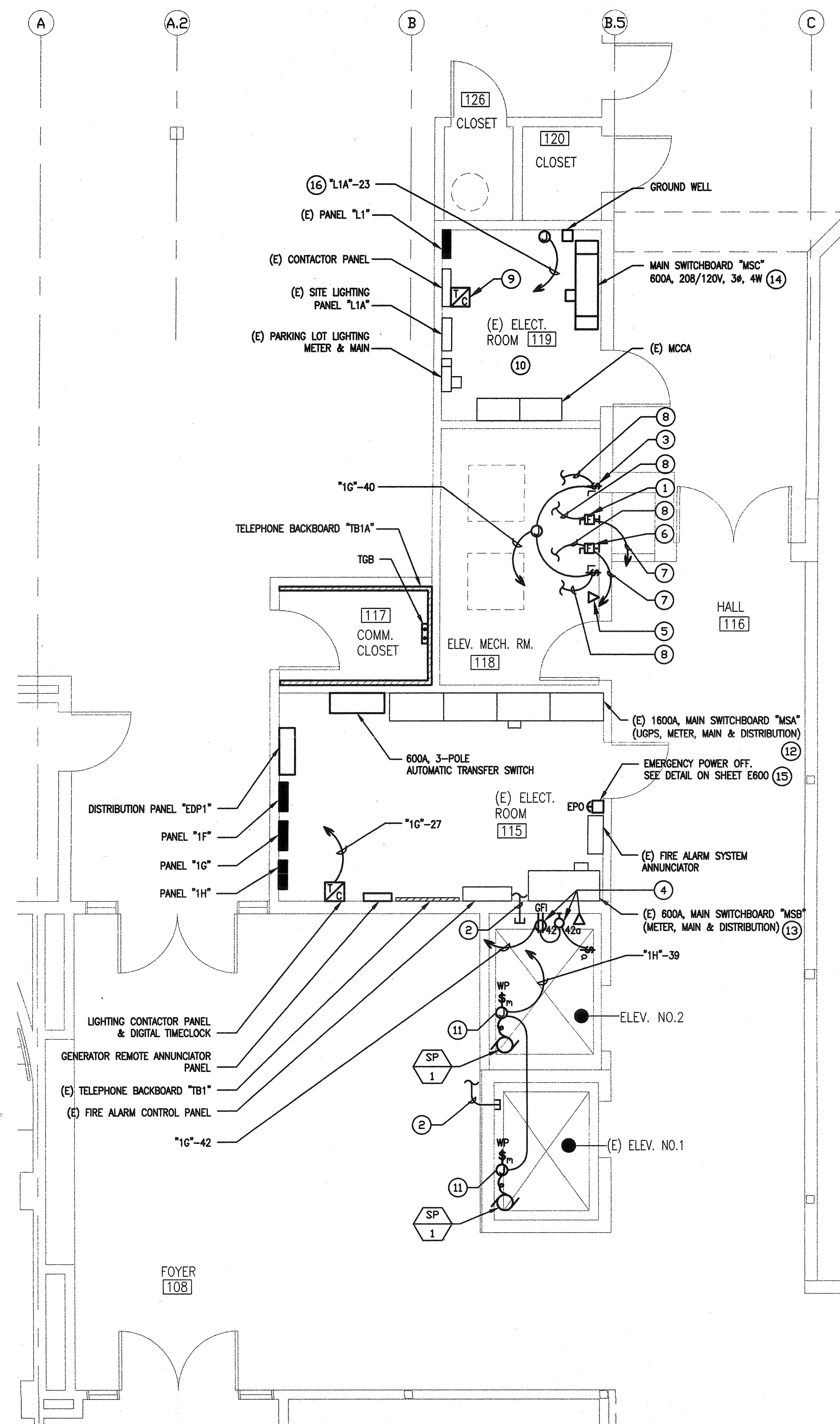
E350



ENLARGED EQUIPMENT YARD PLAN

SCALE:
1/4"=1'-0"

2



Carter-Burgess

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275B McCormick Avenue
Costa Mesa, CA 92626

DEMOLITION NOTES:

- COORDINATE DEMOLITION AND NEW ELECTRICAL SERVICE WORK WITH UTILITY COMPANY.
- SCHEDULE POWER SHUTDOWNS OVERNIGHT. COORDINATE WITH THE OWNER AT LEAST 48 HOURS IN ADVANCE.

DEMOLITION PLAN NOTES:

- DISCONNECT AND REMOVE EXISTING FEEDERS AND PANELS.
- FIELD VERIFY EXISTING BRANCH CIRCUITS SERVING EXISTING TENANT LOADS AND CORE BUILDING LOADS (FOR CORRIDOR AND EXTERIOR RECEPTACLES & LIGHTING, ETC.) TO REMAIN ON PANELS "1C" AND "1E". INTERCEPT CORRESPONDING BRANCH CIRCUITS, CAP AND PROTECT FOR RECONNECTION TO SPARE CIRCUIT BREAKERS ON PANEL "1D".
- DISCONNECT FEEDER FROM BUS AND PROTECT FOR RECONNECTION TO NEW "MSC". COORDINATE WITH SCE PRIOR TO COMMENCEMENT OF WORK.
- REMOVE CONDUIT AS SHOWN, AND FEEDER WIRE OVER ENTIRE LENGTH OF RUN, CAP AND PROTECT. SEE SHEET E0210 FOR DETAILS.
- DISCONNECT FEEDER FROM BUS AND PROTECT FOR RECONNECTION TO NEW "MSC".
- DISCONNECT GROUND CONDUCTOR FROM BUS AND PROTECT FOR RECONNECTION. SEE GROUND WELL DETAIL ON SHEET E000.

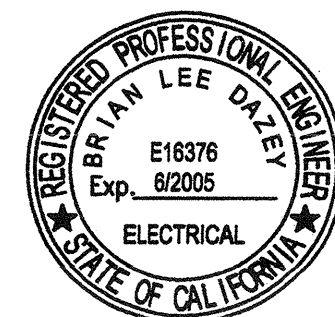
LEGEND:

- EXISTING TO REMAIN
EXISTING TO BE DEMOLISHED

UTILITY COMPANY:

ELECTRICAL: SOUTHERN CALIFORNIA EDISON (SCE)
14155 BAKE PARKWAY
IRVINE, CA 92618
949-458-4418 FAX: 949-458-4472
SERVICE PLANNER: LUANN SANDS

PHONE: SBC
3839 EAST CORONADO ST.
ANAHEIM, CA 92807
714-666-5686 FAX: 714-666-8806
SERVICE PLANNER: DAVID GOLDSTEIN

**DEMOLITION SINGLE LINE DIAGRAM**

SCALE:

NONE

2**CONSTRUCTION NOTES:**

- ALL ELECTRICAL EQUIPMENT SHALL BE BONDED AND GROUNDED AS REQUIRED PER ALL APPLICABLE CODES AND JURISDICTIONS. REFER TO SPECIFICATIONS FOR DETAILS.
- ALL ELECTRICAL EQUIPMENT SHALL BE FULLY RATED FOR THE MAXIMUM AVAILABLE SHORT CIRCUIT CURRENT.
- SEE PLAN DRAWINGS FOR EQUIPMENT LOCATION AND OTHER DETAILS.
- COORDINATE WITH MECHANICAL CONTRACTOR FOR POWER AND CONTROL CONNECTION TO MECHANICAL EQUIPMENT.

PLAN NOTES:

- PROVIDE ADDITIONAL BUSS LUGS FOR RECONNECTION OF SITE LIGHTING SERVICE PANEL.
- PROVIDE (2) 3" C-48350MCM & 1#1 GND.
- PROVIDE 2-1/2" C-484/0 & 1#4 GND.
- PROVIDE NEW CIRCUIT BREAKERS IN EXISTING SPACE OF PANEL "MCCA" AS REQUIRED PER EQUIPMENT MANUFACTURER'S INSTALLATION MANUAL. SEE PANEL SCHEDULE ON SHEET E002.
- RECONNECT EXISTING CIRCUITS FROM EXISTING PANELS "1C" AND "1E". SEE DEMOLITION NOTE 2 ABOVE. SEE PANEL SCHEDULE ON SHEET E002. CONTRACTOR TO FIELD VERIFY ACTUAL NUMBER OF CIRCUITS TO BE RECONNECTED. PROVIDE NEW CIRCUIT BREAKERS AS REQUIRED.
- PROVIDE "BUSSMAN" TYPE DUAL ELEMENT FUSES IN ACCORDANCE WITH EQUIPMENT SHOP DRAWINGS.
- METER AND MAIN SWITCHBOARD SHALL MEET SCE REQUIREMENTS IN CONSTRUCTION AND INSTALLATION. COORDINATE WITH SCE.
- REFER TO GROUND WELL DETAIL, SHEET E000.
- PROVIDE PULLBOXES, CONDUIT AND WIRE TO INTERCEPT AND REROUTE EXISTING FEEDERS AS SHOWN ON SHEET E010. PROVIDE NEW FEEDER WIRE OVER THE ENTIRE LENGTH OF RUN. FIELD VERIFY LOCATIONS TO INTERCEPT. SCHEDULE WORK SO THAT IT DOES NOT INTERFERE WITH EXISTING TENANTS OPERATION.
- PROVIDE 1-1/2" C-3#2 & 1#8 GND.
- PROVIDE 1-1/2" C-3#1 & 1#6 GND.
- PROVIDE 3/4" C-3#10, 1#10 GND.
- PROVIDE 1" C-3#6, 1#8 GND.
- PROVIDE NEW DISCONNECT SWITCH AND CONNECTION TO RELOCATED ELEVATOR CONTROLLER AS SHOWN ON SHEET E 350.
- PROVIDE 1-1/4" C-3#3 & 1#8 GND.
- ROUTE INDICATED CONDUITS FROM EQUIPMENT YARD UNDERGROUND TO ROOM #126 AND UP WALL ADJACENT TO ELECTRICAL ROOM #119 TO SOURCE VIA ACCESSIBLE CEILING SPACE.
- SEE SHEET E330 FOR EMERGENCY POWER OFF SWITCH LOCATION AND SHEET E000 FOR EMERGENCY POWER OFF CONTROL DIAGRAM.
- PROVIDE SHUNT TRIP CIRCUIT BREAKER AND 1/2" C-2#12 TO EPO PANEL FOR CONTROL.
- PROVIDE 3/4" C-3#8 & 1#8 GND.

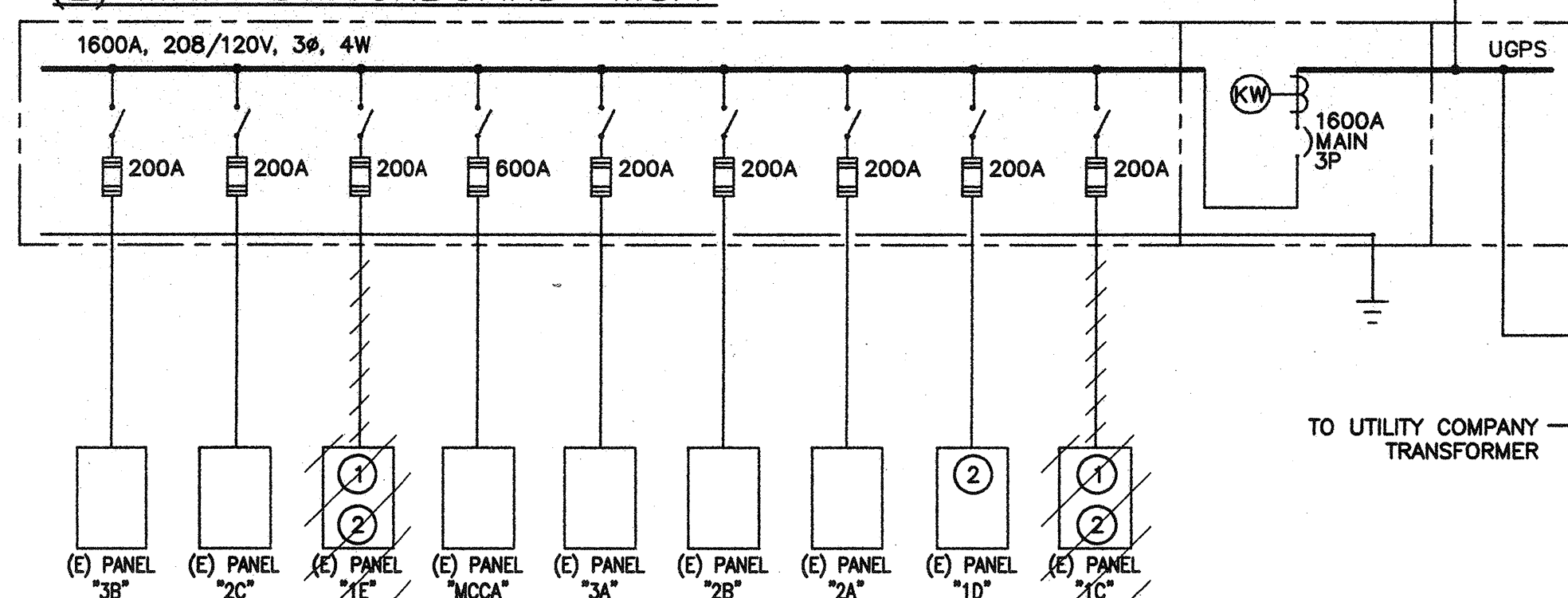
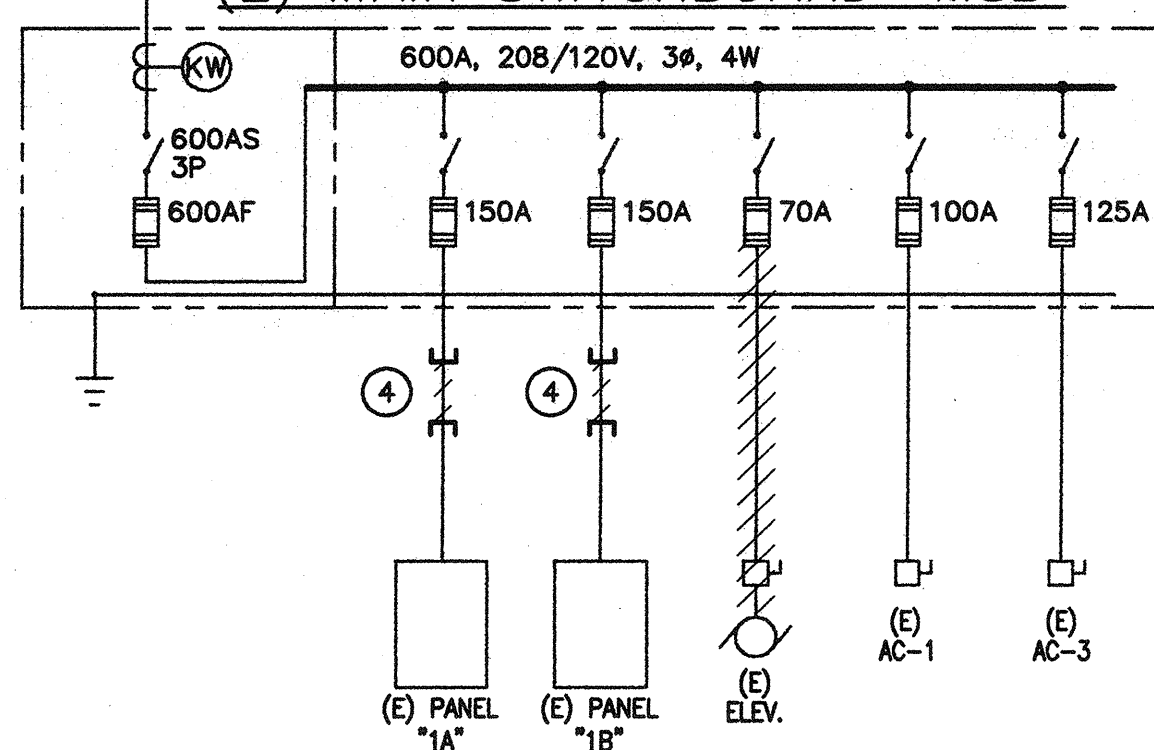
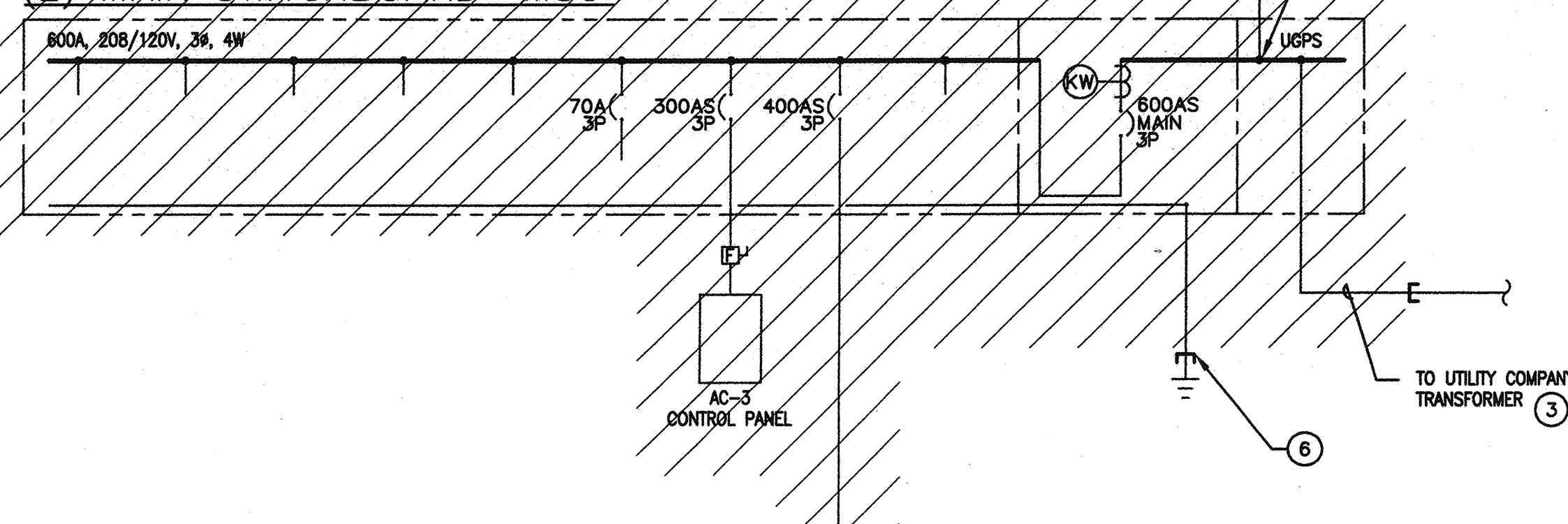
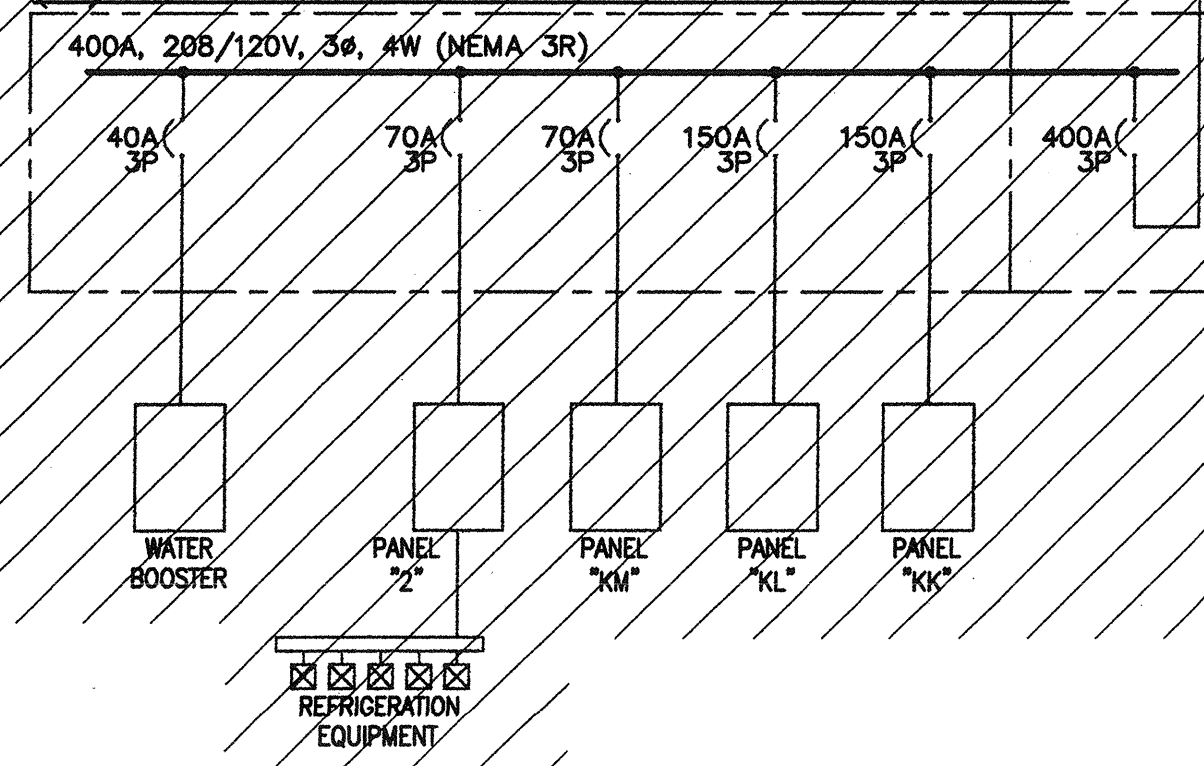
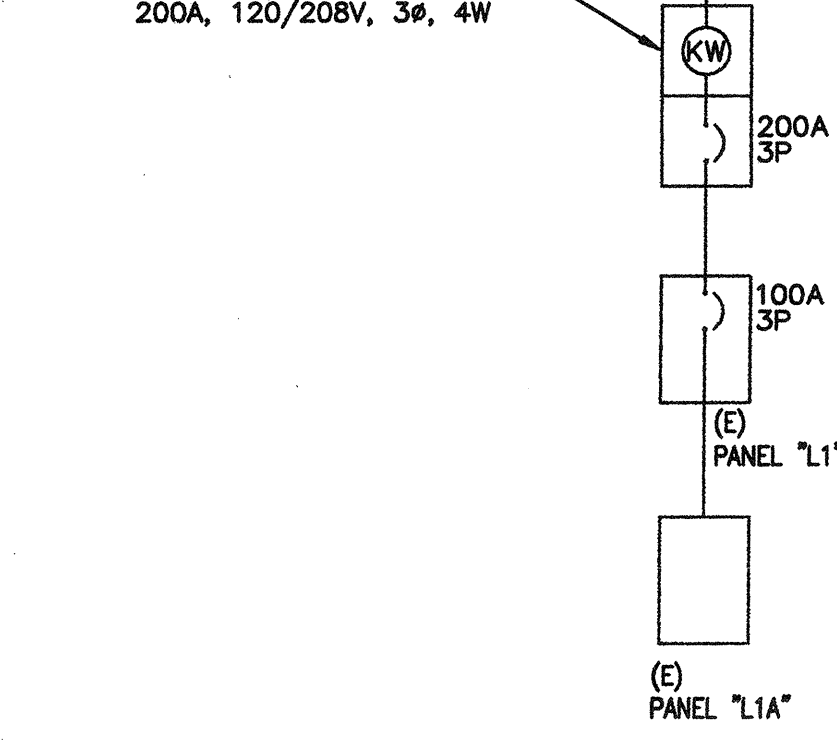
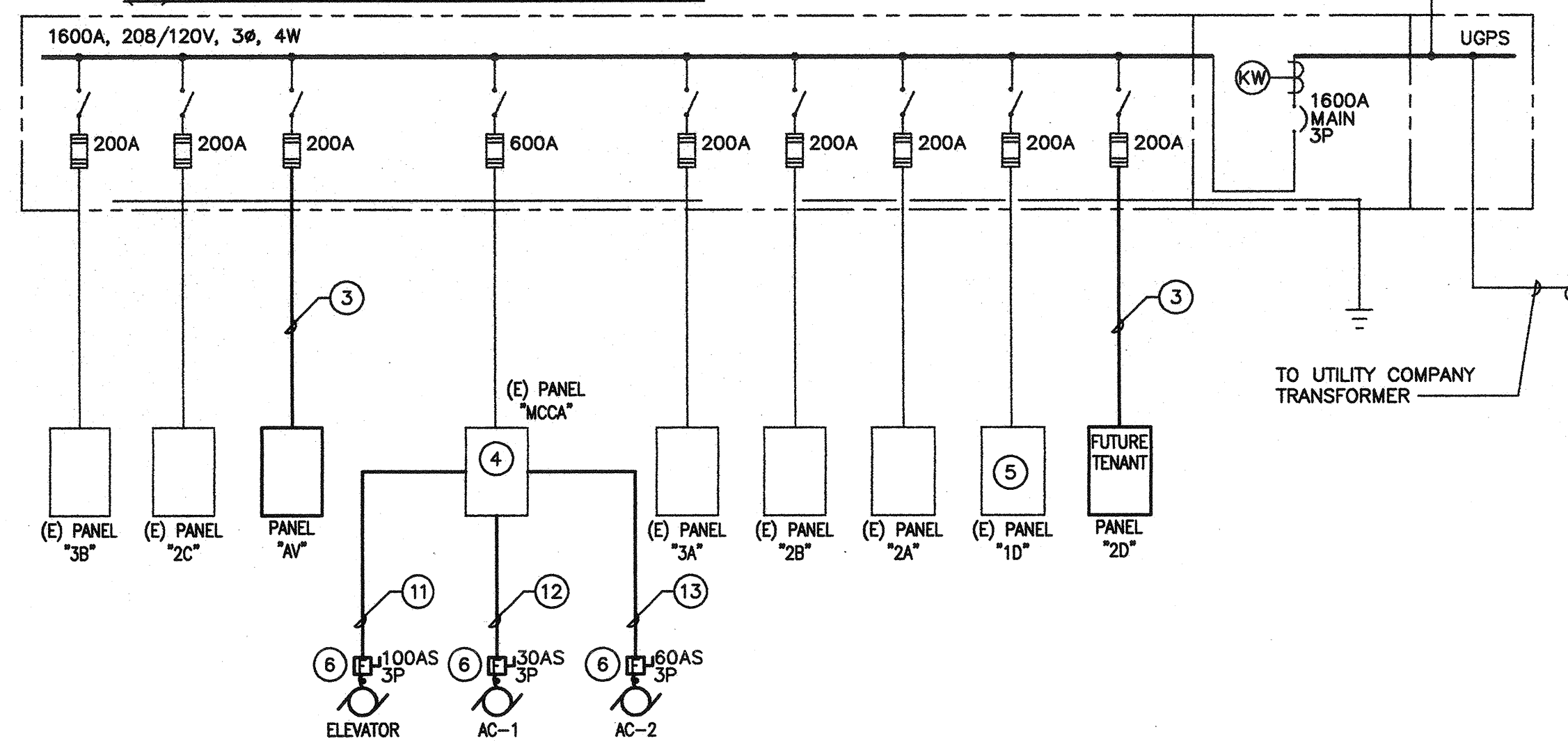
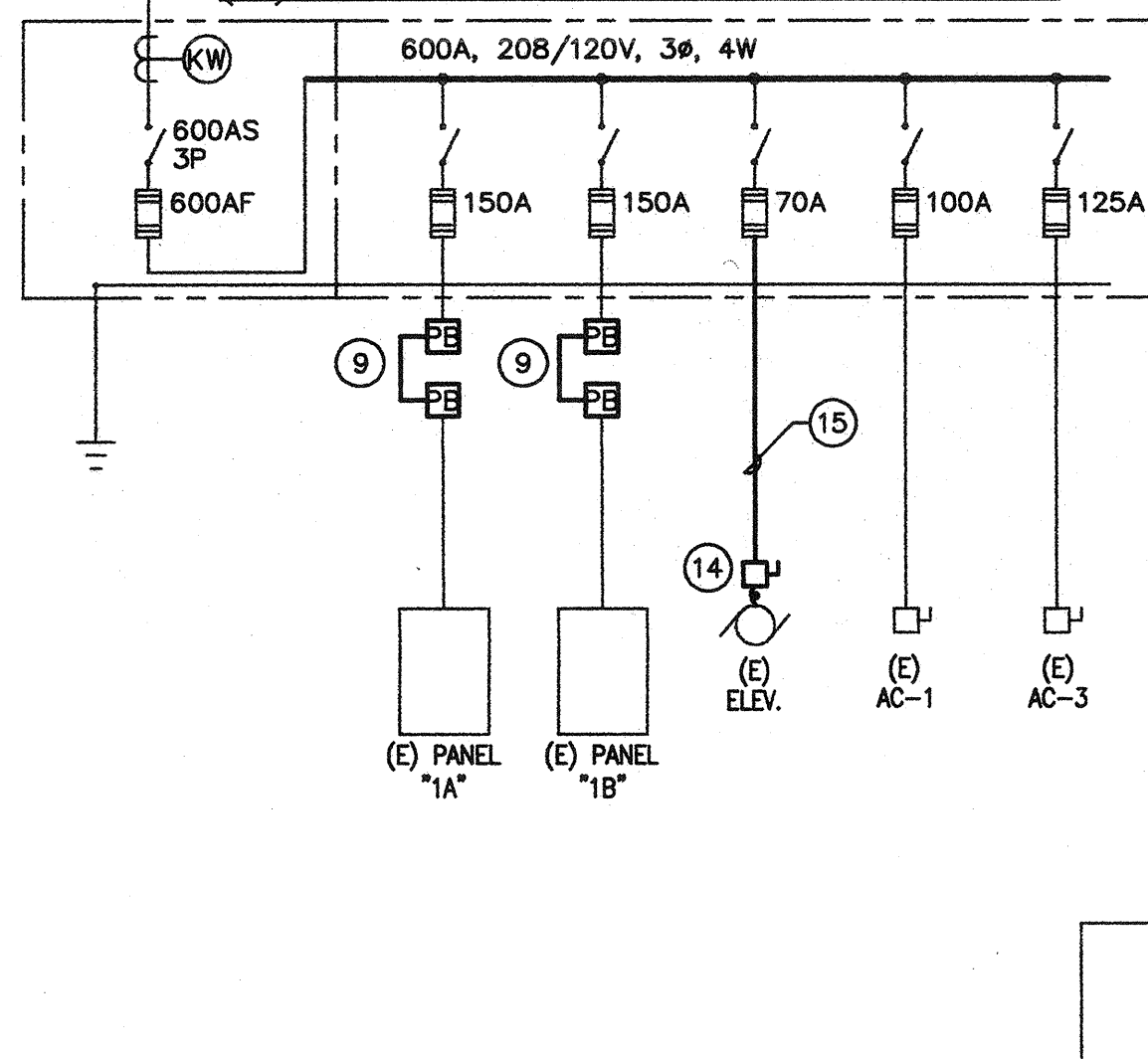
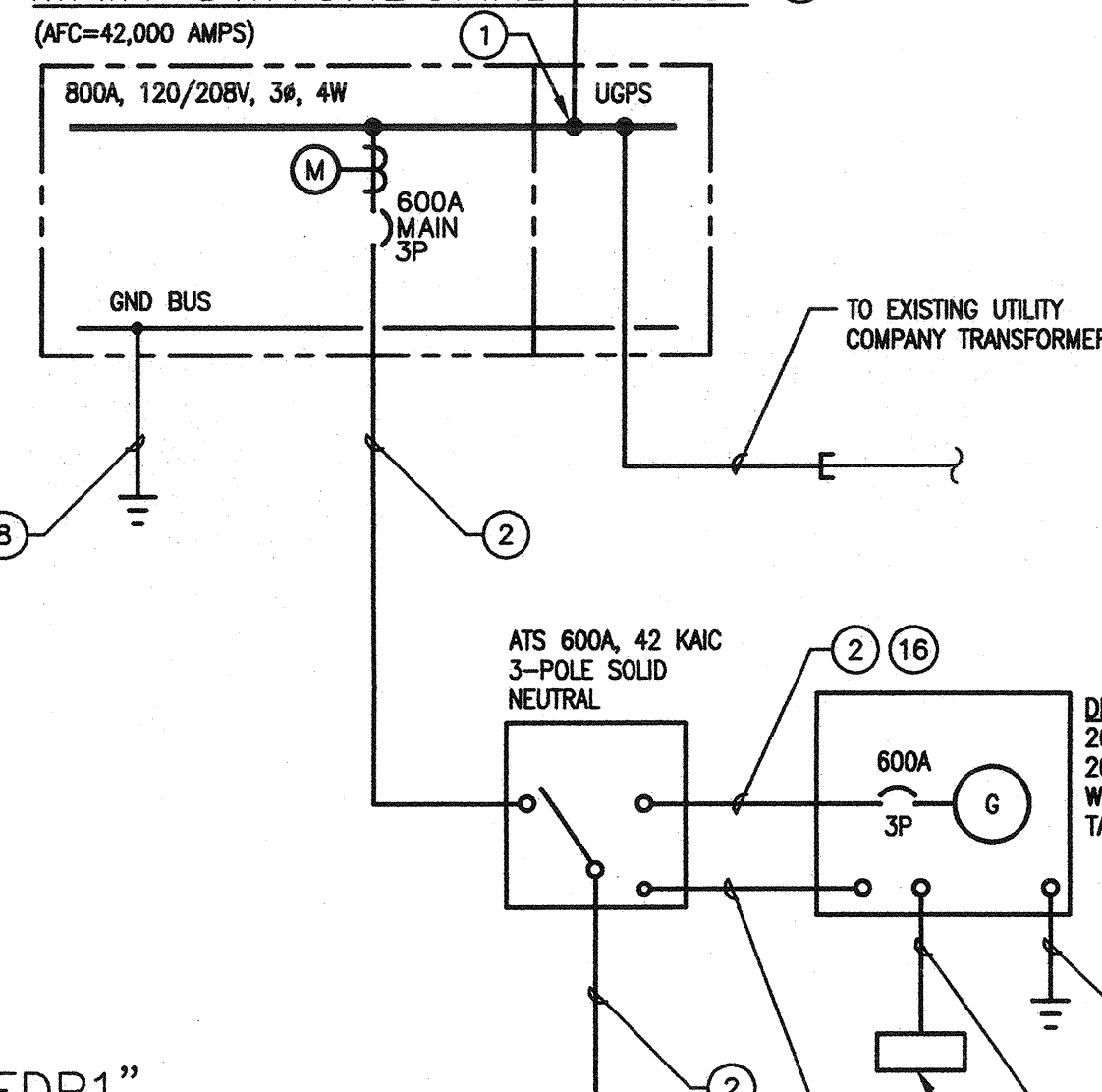
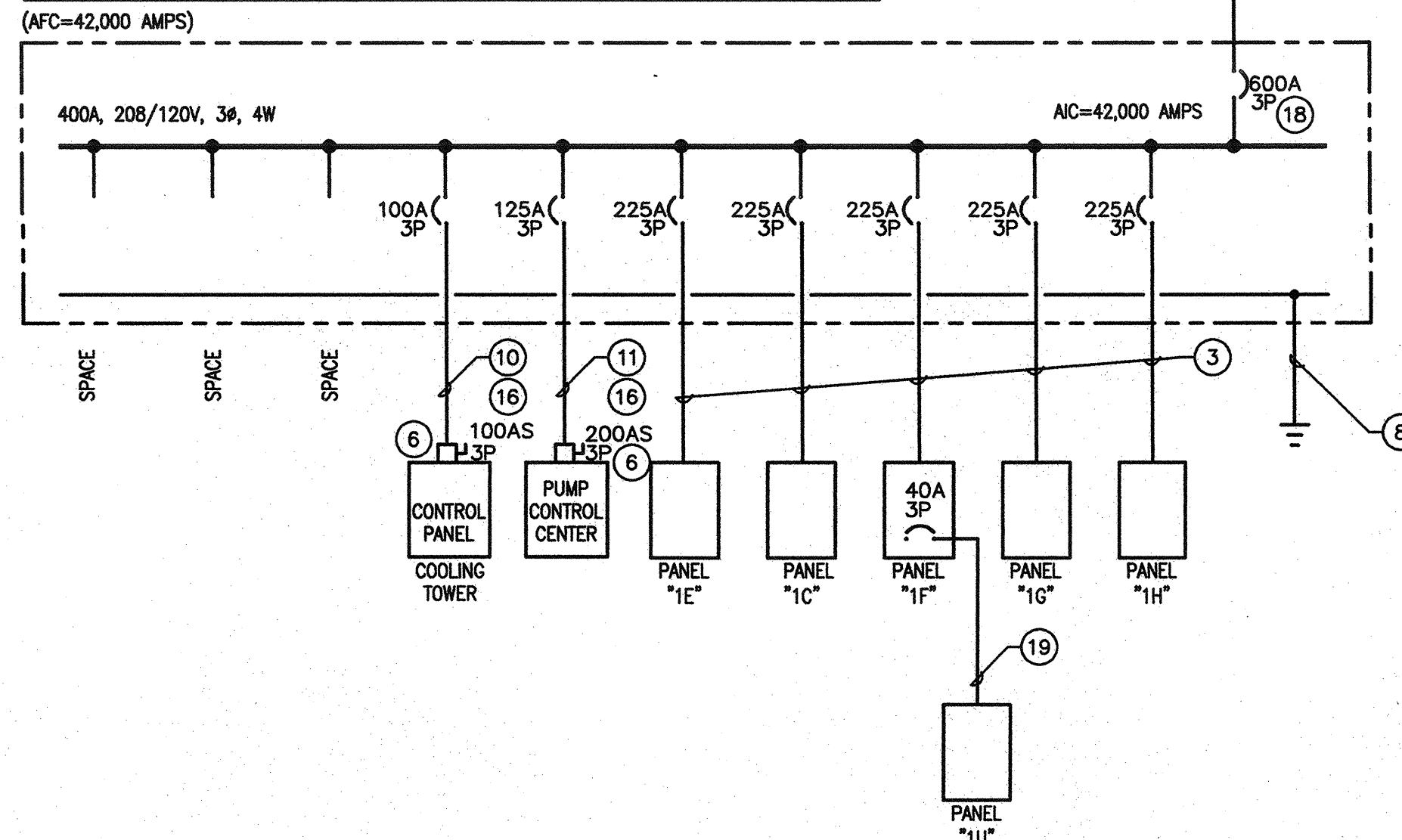
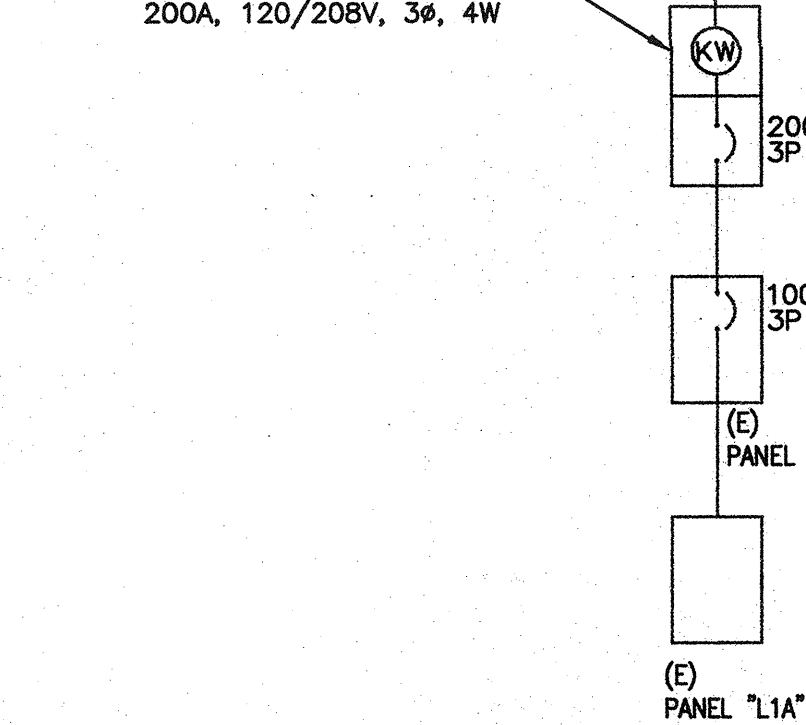
LEGEND:

- EXISTING
NEW WORK

SINGLE LINE DIAGRAM

SCALE:

NONE

1**E500****(E) MAIN SWITCHBOARD "MSA"****(E) MAIN SWITCHBOARD "MSB"****(E) MAIN SWITCHBOARD "MSC"****(E) RESTAURANT MAIN SWITCHBOARD****(E) SITE LIGHTING METER & MAIN****(E) MAIN SWITCHBOARD "MSA"****(E) MAIN SWITCHBOARD "MSB"****MAIN SWITCHBOARD "MSC" ⑦****EMERGENCY DISTRIBUTION PANEL "EDP1"****(E) SITE LIGHTING METER & MAIN****LOAD CALCULATION FOR "MSA"**

METER #P0264-16451	
MAXIMUM DEMAND OVER PAST 12 MONTHS PER SCE	= 436.8 kVA
EXISTING DEMAND @ 125% 436.8 X 1.25 PER NEC 220-35	= 546.0 kVA
EXISTING LOAD BEING REMOVED	= 149.3 kVA
NEW LOAD BEING ADDED	= 88.8 kVA
TOTAL REVISED CONNECTED LOAD	= 485.5 kVA
TOTAL REVISED CONNECTED LOAD DOES NOT EXCEED EXISTING LOAD	

ISSUES/REVISIONS

6/06/03	FINAL BID SET
5/23/03	BID SUBMITTAL
5/06/03	PLAN CHECK SUBMITTAL
1/24/03	DD PRICING SET

LAGUNA HILLS CIVIC CENTER RENOVATION

City of Laguna Hills
25201 Paseo de Alicia
Suite 150
Laguna Hills, CA 92653

DESIGN BY:	RT	DESIGNED BY:	BLD	APPROVED BY:	CNB
PROJECT NUMBER:	440159	SCALE:	AS NOTED	DATE:	6/06/03

SINGLE LINE DIAGRAM

Carter & BurgessCarter & Burgess, Inc.
275B McCormick Avenue
Costa Mesa, CA 92626

PANELBOARD '1F'														
MAIN: 208/120 VOLT / 3 PHASE / 4 WIRE BUS: 1 SECTION: SINGLE LUGS NEMA ENCLOSURE 1					MAIN BREAKER: MLO BUS: 225 AMP					MOUNTING: SURFACE A.I.C. RATING: 10K				
LOAD VA	LOAD DESCRIPTION	OUTLETS			CB / P	PHASE			CB / P	OUTLETS			LOAD DESCRIPTION	LOAD VA
		M	R	L		L	R	M						
540	RECEPTACLES OFFICES	3			20/1	1	A	2	20/1	4			RECEPTACLES STAFF LOUNGE / OFFICE	720
540	RECEPTACLES OFFICES	3			20/1	3	B	4	20/1	4			RECEPTACLES STAFF LOUNGE / OFFICE	720
540	RECEPTACLES OFFICES	3			20/1	5	C	6	20/1	4			RECEPTACLES STAFF LOUNGE / RR	720
720	RECEPTACLES OFFICES	4			20/1	7	A	8	40/2	1			INSTANTANEOUS WATER HEATER	4000
540	RECEPTACLES OFFICES	3			20/1	9	B	10	—	—				4000
540	RECEPTACLES OFFICES	3			20/1	11	C	12	20/1	1			GARBAGE DISPOSAL	800
300	DEDICATED RECEPTACLES	1			20/1	13	A	14	20/1	1			REFRIGERATOR	800
300	DEDICATED RECEPTACLES	1			20/1	15	B	16	20/1	1			DISHWASHER	1000
300	DEDICATED RECEPTACLES	1			20/1	17	C	18	20/1	1			TRASH COMPACTOR	600
180	RECEPTACLES OFFICES	1			20/1	19	A	20	20/1				SPARE	
540	RECEPTACLES OFFICES	3			20/1	21	B	22	35/2	1			WATER HEATER	3000
	SPARE				20/1	23	C	24	—	—				3000
	SPARE				20/1	25	A	26	20/1	1			POWER CONNECTION TO FURNITURE	800
	SPARE				20/1	27	B	28	20/1	1			POWER CONNECTION TO FURNITURE	800
1500	INSTANTANEOUS WATER HEATER	1			20/2	29	C	30	20/1	1			POWER CONNECTION TO FURNITURE	800
1500		—	—	—	—	31	A	32	20/1	3			CORE LOBBY RECEPTACLES	540
1500	INSTANTANEOUS WATER HEATER	1			20/2	33	B	34	20/1	5			CORE R/R & STORAGE RECEPTACLES	900
1500		—	—	—	—	35	C	36	20/1	2			CORE MAIL ROOM RECEPTACLES	360
2000	SERVER ROOM UPS PANEL "1U"	1			40/6	37	A	38	20/1	2			CORE TELEPH. BOARD RECEPTACLE	360
2000		—	—	—	—	39	B	40	20/1	3			FLOOR RECEPTACLES	540
1500		—	—	—	—	41	C	42	20/1	1			PROJECTION SCREEN	150
PANEL LOCATION: ELECTRICAL ROOM														
AREA SERVED: 1ST FLOOR														
FED FROM: DISTRIBUTION PANEL "EDP 1"														
PHASE		A			B			C						
PHASE TOTAL VA:		12280			16380			12310						
PANEL TOTAL: CONNECTED		40950			VA									
(L.C.L.) @125%:		(0)			0			VA						
(K.E.L.) @ 65%:		(17000)			11050			VA						
(LARGEST MOTOR) @125%:		(0)			0			VA						
GEN. RECEPT. DEMAND (12300)		11150			VA									
REMAINING @100%		11650			VA									
PANEL TOTAL W/ DEMAND:		33850			VA						64.0 FULL LOAD AMPS			

(E) PANELBOARD '1C'															MOUNTING: SURFACE	
MAIN: 120/208 VOLT / 3 PHASE / 4 WIRE					MAIN BREAKER: MLO										A.I.C. RATING: 10K	
BUS: 1 SECTION: SINGLE LUGS NEMA ENCLOSURE 1					BUS: 225 AMP											
LOAD VA	LOAD DESCRIPTION	OUTLETS			CB / P	PHASE	CB / P	OUTLETS	LOAD DESCRIPTION	LOAD VA						
		M	R	L												
1550	LIGHTING 1ST FLOOR TI				30	20/1	1	A	2	20/1	4	RECEPTACLES OFFICES	720			
1386	LIGHTING 1ST FLOOR TI				15	20/1	3	B	4	20/1	5	RECEPTACLES OFFICES	900			
1369	LIGHTING 1ST FLOOR TI				26	20/1	5	C	6	20/1	5	RECEPTACLES OFFICES	900			
1487	LIGHTING 1ST FLOOR TI				28	20/1	7	A	8	20/1	3	RECEPTACLES RECEPTION / CONF.	540			
1124	LIGHTING 1ST FLOOR TI				12	20/1	9	B	10	20/1	4	RECEPTACLES RECEPTION / CONF.	720			
726	LIGHTING 1ST FLOOR TI				20	20/1	11	C	12	20/1	2	FLOOR RECEPTACLES	360			
625	LIGHTING 1ST FLOOR TI	1	5		5	20/1	13	A	14	20/1	1	PROJECTION SCREEN	150			
1588	LIGHTING 1ST FLOOR TI				42	20/1	15	B	16	30/1		SPARE				
1294	LIGHTING 1ST FLOOR TI				32	20/1	17	C	18	20/1		SPARE				
1086	LIGHTING 1ST FLOOR TI	1	17		20/1	19	A	20	20/1			SPARE				
	SPARE				20/1	21	B	22	20/1			SPARE				
	SPARE				20/1	11	C	24	20/1			SPARE				
	SPARE				20/1	13	A	26	20/1			SPARE				
	SPARE				20/1	27	B	28	20/1			SPARE				
	SPARE				20/1	29	C	30	20/1			SPARE				
	SPARE				20/1	31	A	32	20/1			SPARE				
	SPARE				20/1	33	B	34	20/1			SPARE				
	SPARE				20/1	35	C	36	20/1			SPARE				
	SPARE				20/1	37	A	38	20/1			SPARE				
	SPARE				20/1	39	B	40	20/1			SPARE				
	SPARE				20/1	41	C	42	20/1			SPARE				
															PANEL LOCATION:	
PHASE		A			B			C					ELECTRICAL ROOM			
PHASE TOTAL VA:		6358			5718			4649					AREA BEHIND:			
PANEL TOTAL: CONNECTED		16725			VA							FED FROM:		DISTRIBUTION PANEL "EDP"		
(L.C.L.) @125%:		(12435)			15544			VA								
(K.E.L.) @ 65%:		(0)			0			VA								
(LARGEST MOTOR) @125%:		(0)			0			VA								
GEN. RECEPT. DEMAND (4140)		4140			VA											
REMAINING @100%		150			VA											
PANEL TOTAL W/ DEMAND:		19834			VA							55.1 FULL LOAD AMPS				

PANELBOARD '1E'														
MAIN: 120/208 VOLT / 3 PHASE / 4 WIRE					MAIN BREAKER: MLO					MOUNTING: SURFACE				
BUS: 1 SECTION: SINGLE LUGS NEMA ENCLOSURE 1					BUS: 225 AMP					A.I.C. RATING: 10K				
LOAD VA	LOAD DESCRIPTION	OUTLETS			CB / P	PHASE	OCT #	CB / P	OUTLETS			LOAD DESCRIPTION	LOAD VA	
		M	R	L					L	R	M			
300	DEDICATED RECEPTACLES	1			20/1	1	A	2	20/1		4	RECEPTACLES OFFICES	720	
300	DEDICATED RECEPTACLES	1			20/1	3	B	4	20/1		4	RECEPTACLES OFFICES	720	
300	DEDICATED RECEPTACLES	1			20/1	5	C	6	20/1		4	RECEPTACLES OFFICES	720	
300	DEDICATED RECEPTACLES	1			20/1	7	A	8	20/1		4	RECEPTACLES OFFICES	720	
300	DEDICATED RECEPTACLES	1			20/1	9	B	10	20/1		3	RECEPTACLES OFFICES	540	
300	DEDICATED RECEPTACLES	1			20/1	11	C	12	20/1		3	RECEPTACLES OFFICES	540	
300	DEDICATED RECEPTACLES	1			20/1	13	A	14	20/1		3	RECEPTACLES OFFICE / RR	540	
300	DEDICATED RECEPTACLES	1			20/1	15	B	16	20/1		4	RECEPTACLES OFFICES	720	
300	DEDICATED RECEPTACLES	1			20/1	17	C	18	20/1		4	RECEPTACLES OFFICES	720	
300	DEDICATED RECEPTACLES	1			20/1	19	A	20	20/1		4	RECEPTACLES OFFICES	720	
720	RECEPTACLES OFFICES	4			20/1	21	B	22	20/1		4	RECEPTACLES OFFICES	720	
720	RECEPTACLES OFFICES	4			20/1	23	C	24	20/1		2	KITCHEN RECEPTACLES	360	
720	RECEPTACLES OFFICES	4			20/1	25	A	26	20/1		1	KITCHEN RECEPTACLES	180	
720	RECEPTACLES OFFICES	4			20/1	27	B	28	20/1		1	KITCHEN RECEPTACLES	180	
500	COFFEE MAKER	1			20/1	29	C	30	20/1		1	MICROWAVE	500	
600	REFRIGERATOR	1			20/1	31	A	32	40/2		1	INSTANTANEOUS WATER HEATER	4000	
600	REFRIGERATOR	1			20/1	33	B	34	-----		-----	-----	4000	
800	VENDING MACHINE	1			20/1	35	C	36	20/1		1	GARBAGE DISPOSAL	800	
	SPARE				20/1	37	A	38	20/1		1	DISHWASHER	1000	
	SPARE				20/1	39	B	40	35/2		1	WATER HEATER	3000	
	SPARE				20/1	41	C	42	-----		-----	-----	3000	
PHASE		A			B			C			PANEL LOCATION:			
PHASE TOTAL VA:		10400			12400			9560			ELECTRICAL ROOM			
PANEL TOTAL: CONNECTED		32360			VA						AREA SERVED:			
											1ST FLOOR			
											FED FROM:			
											DISTRIBUTION PANEL "EDP"			
(L.C.L.) @125%:		(0)			0			VA						
(K.E.L.) @ 65%:		(18800)			12220			VA						
(LARGEST MOTOR) @125%:		(0)			0			VA						
GEN. RECEPT. DEMAND (13560)		11780			VA									
REMAINING @100%		0			VA									
PANEL TOTAL W/ DEMAND:		24000			VA						66.7 FULL LOAD AMPS			

PANELBOARD '1U'													
MAIN: 120/208 VOLT / 3 PHASE / 4 WIRE		MAIN BREAKER: MLO						MOUNTING: SURFACE					
BUS: 1 SECTION: SINGLE LUGS NEMA ENCLOSURE 1		BUS: 100 AMP						A.I.C. RATING: 10K					
LOAD VA	LOAD DESCRIPTION	OUTLETS			CB / P	PHASE	CB / P	OUTLETS			LOAD DESCRIPTION	LOAD VA	
		M	R	L				L	R	M			
500	SERVER ROOM OUTLETS	2			20/1	1	A	2	30/1		1	SERVER ROOM EQUIPMENT	1000
500	SERVER ROOM OUTLETS		2		20/1	3	B	4	30/1		1	SERVER ROOM EQUIPMENT	1000
500	SERVER ROOM OUTLETS			2	20/1	5	C	6	30/1		1	SERVER ROOM EQUIPMENT	1000
500	SERVER ROOM OUTLETS			2	20/1	7	A	8	20/1			SPARE	
500	SERVER ROOM OUTLETS			2	20/1	9	B	10	20/1			SPARE	
	SPARE				20/1	11	C	12	20/1			SPARE	
	SPARE				20/1	13	A	14	20/1			SPARE	
	SPARE				20/1	15	B	16	20/1			SPARE	
	SPARE				20/1	17	C	18	20/1			SPARE	
	SPARE				20/1	19	A	20	20/1			SPARE	
	SPARE				20/1	21	B	22	20/1			SPARE	
	SPARE				20/1	23	C	24	20/1			SPARE	
	SPARE				20/1	25	A	26	20/1			SPARE	
	SPARE				20/1	27	B	28	20/1			SPARE	
	SPARE				20/1	29	C	30	20/1			SPARE	
PHASE		A			B			C			PANEL LOCATION: SERVER ROOM		
PHASE TOTAL VA:		2000			2000			1500			AREA SERVED: SERVER ROOM		
PANEL TOTAL: CONNECTED		5500			VA			FED FROM:		PANEL "1F"			
(L.C.L.) @125%: (0)		0			VA								
GEN. RECEPT. DEMAND (0)		0			VA								
REMAINING @100%:		5500			VA								
PANEL TOTAL W/ DEMAND:		5500			VA			15.3 FULL LOAD AMPS					

3

1

A diagram of a ladder with two rungs. The top rung is labeled with the number 5, and the bottom rung is labeled with the number 2.

6

6

6

6

- ① PROVIDE TIMELOCK ON/TIMELOCK OFF CONTROL.
- ② PROVIDE HACR TYPE CIRCUIT BREAKER.
- ③ PROVIDE PHOTOCELL ON/TIMELOCK OFF CONTROL.
- ④ PROVIDE GFCI TYPE CIRCUIT BREAKER.
- ⑤ PROVIDE SHUNT TRIP CIRCUIT BREAKER.
- ⑥ EXISTING TENANT LOAD RELOCATED FROM PANEL "1C" TO PANEL "1D" REPLACES EXISTING PANEL "1D" LOAD BEING REMOVED. CONTRACTOR SHALL VERIFY AVAILABLE CIRCUIT NUMBERS AND MAKE NECESSARY ADJUSTMENTS. NEW CIRCUITS TO BE RELOCATED FROM PANEL "1C" ARE SHOWN FOR REFERENCE ONLY AND SHALL BE FIELD VERIFIED.

6/06/03	FINAL BID SET
5/23/03	BID SUBMITTAL
5/06/03	PLAN CHECK SUBMITTAL
1/24/03	DD PRICING SET

**City of Laguna Hills
25201 Paseo de Alicia
Suite 150
Laguna Hills, CA 92653**

E502

Appendix C – ChargePoint CT4000 Make-Ready Requirements Specification

CT4000 Family ChargePoint® Networked Charging Station



Installation Guide

ChargePoint, Inc.
1692 Dell Ave.
Campbell, CA 95008-6901 USA
US toll free: +1-877-850-4562
www.chargepoint.com

Document P/N: 75-001084-02 Rev. 3

Attachment: Final Plans and Specifications EV Charging Stations, CIP No. 505 (2296 : Award of Contract for Laguna Hills Civic Center EV

SAVE THESE IMPORTANT SAFETY INSTRUCTIONS

This manual contains important instructions that must be followed during installation of a ChargePoint® Networked Charging Station.

Grounding instructions

The ChargePoint® Charging Station must be connected to a grounded, metal, permanent wiring system; or an equipment-grounding conductor is to be run with circuit conductors and connected to the equipment grounding terminal or lead on the Electric Vehicle Supply Equipment (EVSE). Connections to the EVSE shall comply with all applicable codes and ordinances.

FCC Compliance Statement

This equipment has been tested and found to comply with the limits for a Class A digital device pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the manufacturer's instruction manual, may cause harmful interference with radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case, you will be required to correct the interference at your own expense.

Important: Changes or modifications to this product not authorized by ChargePoint, Inc., could affect the EMC compliance and revoke your authority to operate this product.

Exposure to Radio Frequency Energy: The radiated power output of the 802.11 b/g/n radio and cellular modem (optional) in this device is below the FCC radio frequency exposure limits for uncontrolled equipment. This device should be operated with a minimum distance of at least 20 cm between the 802.11 b/g/n and cellular antennas and a person's body and must not be co-located or operated with any other antenna or transmitter by the manufacturer, subject to the conditions of the FCC Grant.

Industry Canada

This device complies with Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

FCC/IC Compliance Labels

Go to <http://www.chargepoint.com/labels/>.

Safety and compliance

This document provides instructions to install the ChargePoint® Charging Station and should not be used for any other product. Before installing the ChargePoint® Charging Station, you should review this manual carefully and consult with a licensed contractor, licensed electrician and trained installation expert to ensure compliance with local building practices, climate conditions, safety standards, and all applicable codes and ordinances.

The ChargePoint® Charging Station should be installed only by a licensed contractor and a licensed electrician and in accordance with all local and national codes and standards. The ChargePoint® Charging Station should be inspected by a qualified installer prior to the initial use. Under no circumstances will compliance with the information in this manual relieve the user of his/her responsibility to comply with all applicable codes or safety standards. This document describes the most commonly-used installation and mounting scenarios. If situations arise in which it is not possible to perform an installation following the procedures provided in this document, contact ChargePoint, Inc. ChargePoint, Inc. is not responsible for any damages that may occur resulting from custom installations that are not described in this document.

No accuracy guarantee

Reasonable effort was made to ensure that the specifications and other information in this manual are accurate and complete at the time of its publication. However, the specifications and other information in this manual are subject to change at any time without prior notice.

Warranty information and disclaimer

Your use of, or modification to, the ChargePoint® Charging Station in a manner in which the ChargePoint® Charging Station is not intended to be used or modified will void the limited warranty. Other than any such limited warranty, the ChargePoint products are provided "AS IS," and ChargePoint, Inc. and its distributors expressly disclaim all implied warranties, including any warranty of design, merchantability, fitness for a particular purposes and non-infringement, to the maximum extent permitted by law.

Limitation of liability

IN NO EVENT SHALL CHARGEPOINT, INC. OR ITS AUTHORIZED DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST DATA, LOSS OF USE, COST OF COVER, OR LOSS OR DAMAGE TO THE CHARGEPOINT® CHARGING STATION, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THIS MANUAL, EVEN IF CHARGEPOINT, INC. OR ITS AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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Appendix B: CT4000 Power Management Instructions

Appendix C: Installing and Replacing Signs

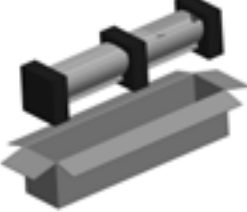
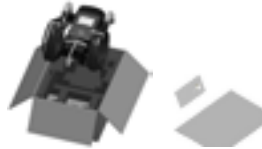
Appendix D: Installing Cable Clamps

Appendix E: Limited Product Warranty

Introduction

This document provides step-by-step instructions on how to install a CT4000 ChargePoint® Charging Station.

Summary of Shipping Boxes

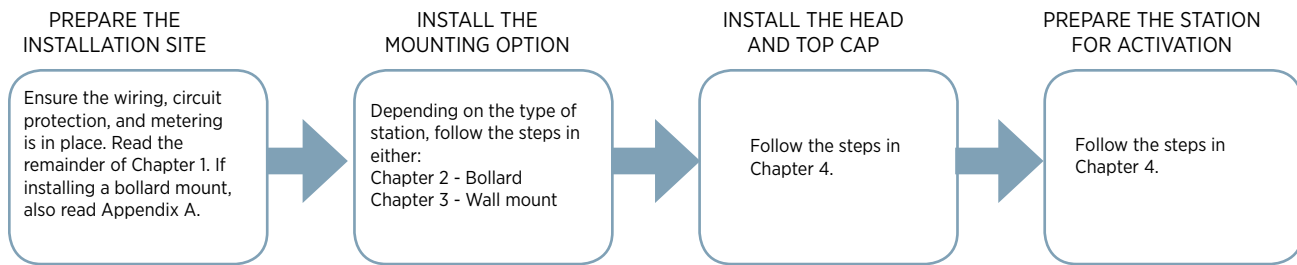
Assembly name...	Label on box says....	Overview of box contents...	Shipping Weight	For Installation Instructions, see...
Top Cap  IMPORTANT: Open this box first—it contains this Installation Guide	CT40XX-CAP*		5 lbs (2.1 kg)	Chapter 4
Body	CT40X1-BD or CT40X3-BD	Bollard Mount (CT40X1-BD):  Wall Mount (CT40X3-BD): 	Bollard: 50 lbs (22.7 kg) Wall: 15 lbs (6.8 kg)	Chapter 2 - Bollard Chapter 3 - Wall Mount
Cord Management Retractor	CT4000-CMK		CMK: 40 lbs (18.1 kg) CMK8: 50 lbs (22.7 kg)	Chapter 2 - Bollard Chapter 3 - Wall Mount
Head	CT40X0-HD* or CT40X0-HD-GW* For gateway stations the box also includes a Network Enablement Kit, CT4000-NEK1 (US) or CT4000-NEK2 (Canada)		Dual Port: 31 lbs (14 kg) Single Port: 25 lbs (11.3 kg)	Chapter 4
OPTIONAL: Power Management Kit	CT4000-PMGMT Allows both ports on a dual port station to share a single 40A circuit (Power Share). Also allows a CT4000 to be set up to operate at a lower current (Power Select).		5 oz (.14 kg)	Appendix B

*The last two digits of the four-digit model number depends on the station's features. The third digit (CT40X0) is "1" if the station has a single charging port, or "2" if the station has two charging ports. The last digit (CT401X) is either a 1 (bollard mount) or 3 (wall mount).

NOTE: A more detailed list of the contents in each shipping box is provided in the associated chapter with the step-by-step installation instructions.

Installation Sequence

Regardless of the specific type of CT4000 charging station you are installing, and the options included, the high level installation sequence is the same:



Before Installing

You must complete an online training class to become a ChargePoint Certified Installer, and to get a login for ChargePoint. If you do not complete this training, you will be unable to complete the installation process.

- Ensure that the appropriate wiring, circuit protection, and metering is in place at the installation location by reviewing the specifications, wiring diagrams, and grounding requirements in the remainder of this chapter.
- Ensure that adequate CDMA (Verizon, Sprint) or GSM (AT&T, Rogers) cellular coverage is available at the installation location. To ensure adequate signal strength in underground garages or other enclosed parking structures, cellular repeaters may be required.
- For bollard mount charging stations, prepare the installation site by following the instructions in Appendix A. The mounting template for the bollard is stapled into the center fold of this document and a PDF version is available at www.chargepoint.com/support-installation-guides.php. Ensure the PDF version is accurate by printing it at 100% scale on 11" x 17" paper and then verifying at least one dimension.
- Review the CT4000 Data Sheet (available at www.chargepoint.com/support-product-data-sheets.php).
- Review the contents of this document to familiarize yourself with the contents of each shipping box and the required installation steps.

Specifications

Electrical Input	SINGLE PORT			DUAL PORT		
AC Voltage	208/240VAC			208/240VAC		
	Current	Input Power Connection	Required Service Panel Breaker	Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch Circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A Branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A Branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8W typical (standby). 15W maximum (operation)					

Electrical Output

Standard	7.2kW (240VAC@30A)	7.2kW (240VAC@30A) x 2
Standard Power Share	n/a	7.2kW (240VAC@30A) x 1 OR 3.8kW (240VAC@16A) x 2
Power Select 24A	5.8kW (240VAC@24A)	5.8kW (240VAC@24A) x 2
Power Select 24A Power Share	n/a	5.8kW (240VAC@ 24A) x 1 OR 2.9kW (240VAC@12A) x 2
Power Select 16A	3.8kW (240VAC@16A)	3.8kW (240VAC@16A) x 2
Power Select 16A Power Share	n/a	3.8kW (240VAC@16A) x 1 OR 1.9kW (240VAC@8A) x 2

Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Charging Cable Length	18' (5.5 meters)	18' (5.5 meters) x 2
Overhead Cable Management System	Yes	
LCD Display	5.7" full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features

Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA

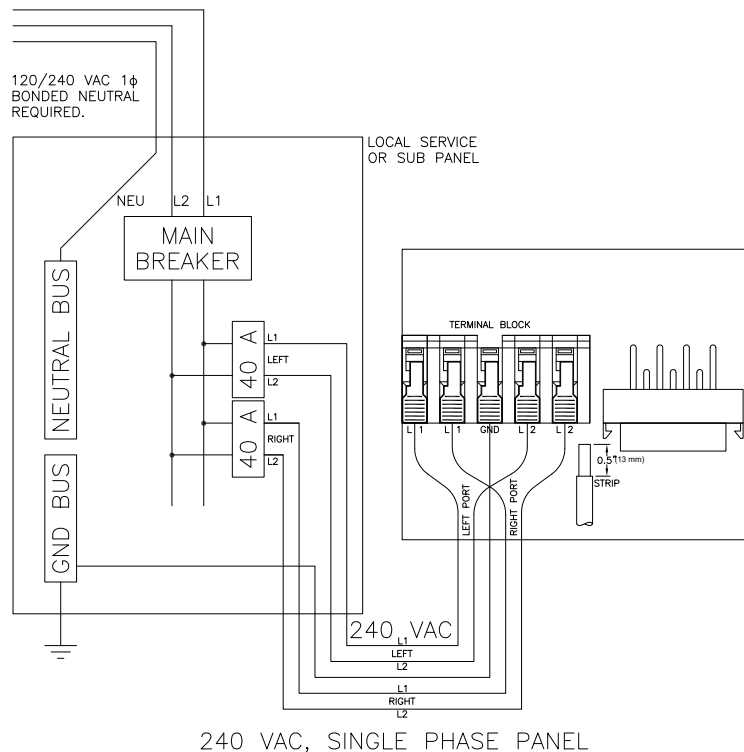
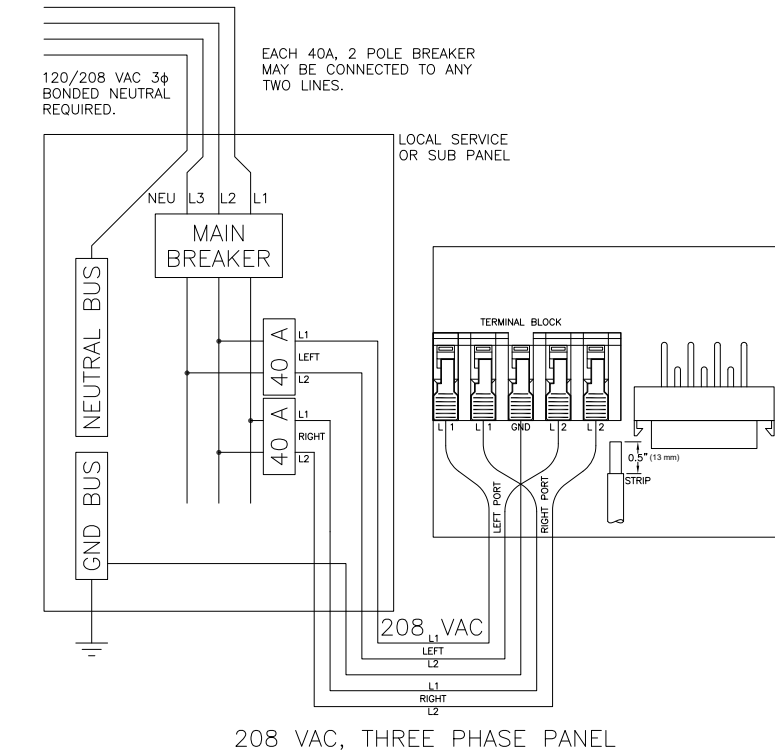
Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-22°F to 122°F (-30°C to +50°C)
Storage Temperature	-40°F to 122°F (-40°C to +50°C)
Operating Humidity	up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	221°F (105°C)
Maximum Stations per 802.11 Radio Group	10. Each station must be located within 150 feet "line of sight" of a gateway station.

Dual Circuit Wiring Diagram

The following illustration describes the wiring for installing a CT4000 on a dual circuit. Wiring for a single circuit installation is described on the next page. Grounding requirements are described on page 1-6.

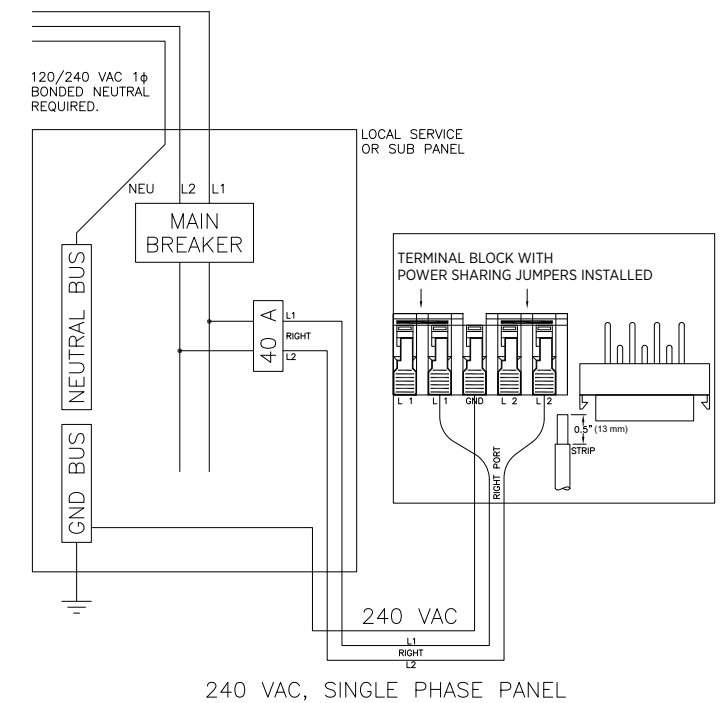
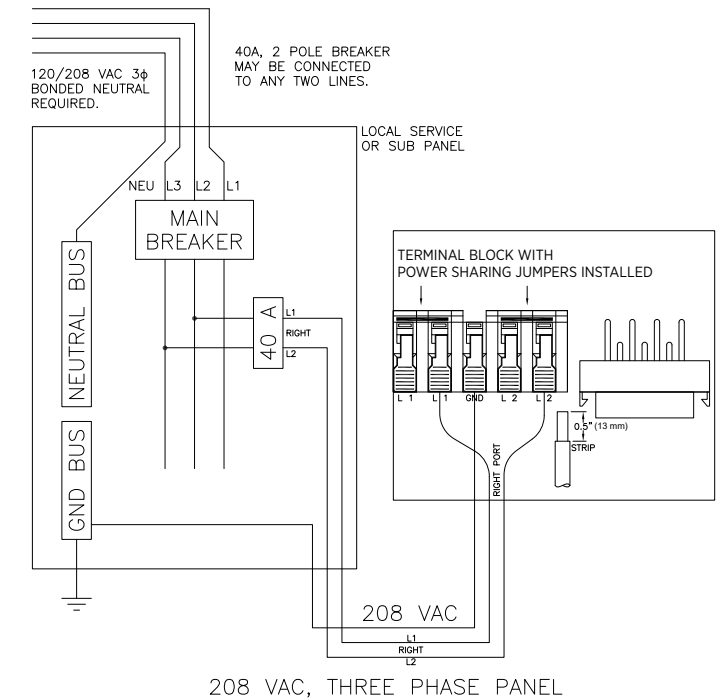
NOTE: Requires two dedicated circuits, each with its own two pole 40 A breaker. See Appendix B for lower power operation options.



Single Port or Shared Power Wiring Diagram

The following illustration describes the wiring for installing a dual port CT4000 on a shared single circuit. For this installation, you will need the power sharing kit to allow both ports to share a two pole 40A circuit breaker. Wiring connections are provided in Appendix B. Grounding requirements are described on page 1-6. See Appendix B for lower power operation options.

Wiring for a dual circuit installation, see the previous page.



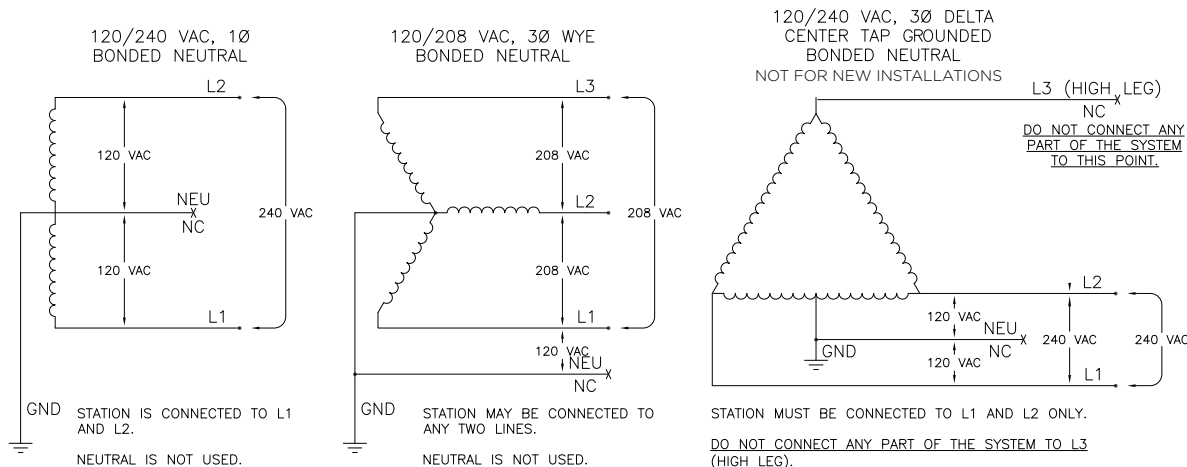
Grounding Requirements

The voltage of either line, relative to ground, must not fall below 80 volts or a Floating Line Connection error occurs (see page 5-3). Because the voltage of either line relative to ground must not be allowed to fluctuate, use only center-grounded systems. Neutral is not used to power the station but must be properly connected to ground, at the panel or transformer, to provide the necessary voltage reference relative to ground.

Connect to these systems

In a wye system, connect the station to ANY two lines, as shown below.

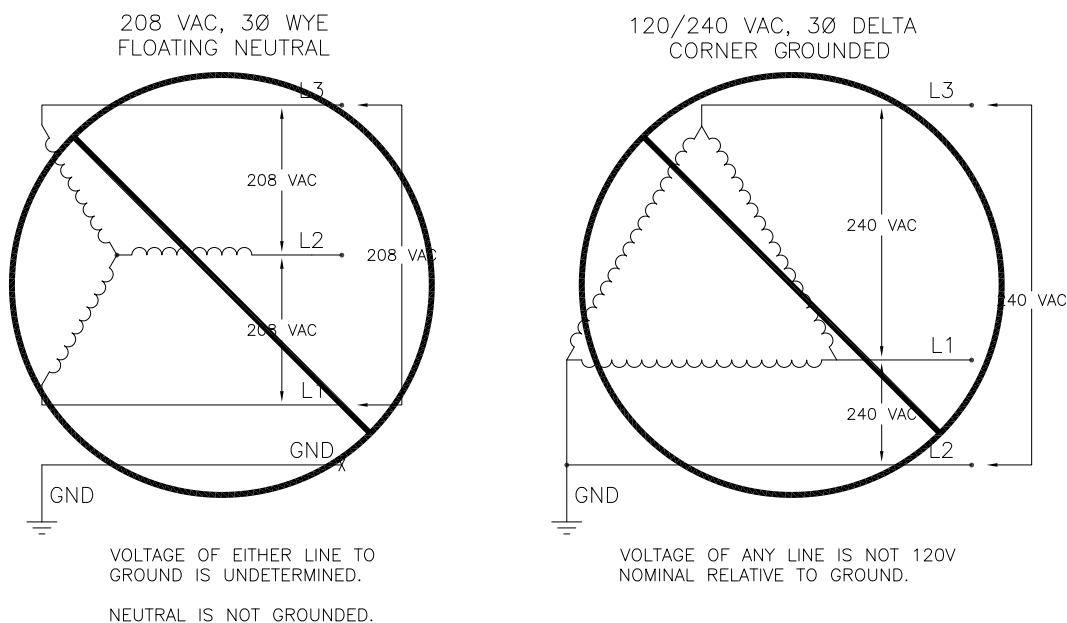
In a delta system, connect the station to a center-tapped secondary only, where the center tap is bonded and the station is connected to L1 and L3. This allows voltages to remain constant regardless of other loads that may be using the lines.



Do not connect to these systems

Do not connect ChargePoint stations to the following types of power sources:

- 120/208 VAC 3 phase wye, ungrounded
- 120/240 VAC 3 phase delta, corner-grounded
- Any system where the center point of the AC power source is not grounded





Attachment: Final Plans and Specifications EV Charging Stations, CIP No. 505 (2296 : Award of Contract for Laguna Hills Civic Center EV

Installing a Bollard Mount

2

Before You Start

Before installing a bollard mount, prepare the installation site as described in Appendix A. After preparing the installation site, you need the following:

- Ratchet and 3/8" (10 mm) socket*
- 1/2" drive torque wrench and 15/16" (24 mm) 6-point deep socket, for 5/8 (11 /16 mm) nut**
- Adjustable wrench
- Bubble level
- #2 Phillips screwdriver
- Wire stripper
- Voltage tester

**For use with assembled SAE hardware.*

***For use with CT4000 Bollard to Concrete Mount Kit (35-001013-01).*

Overview of Steps

Installing the bollard mount involves a few simple steps, summarized below and detailed in the remainder of this chapter:

1. Check Boxes for Correct Contents (page 2-2)
2. Prepare Pole/Base Plate for Mounting (page 2-3)
3. Mount Pole/Base Plate (page 2-4)
4. Install Main Body (page 2-5)
5. Prepare Retractor for Mounting (page 2-6)
6. Install Retractor (page 2-7)
7. Connect Wiring (page 2-8)
8. Check Voltages (page 2-9)

When you have completed these steps, you will be ready to install the head and top assemblies as described in Chapter 4.

Step 1: Check Boxes for Correct Contents

The bollard mount ships in two boxes as described below.

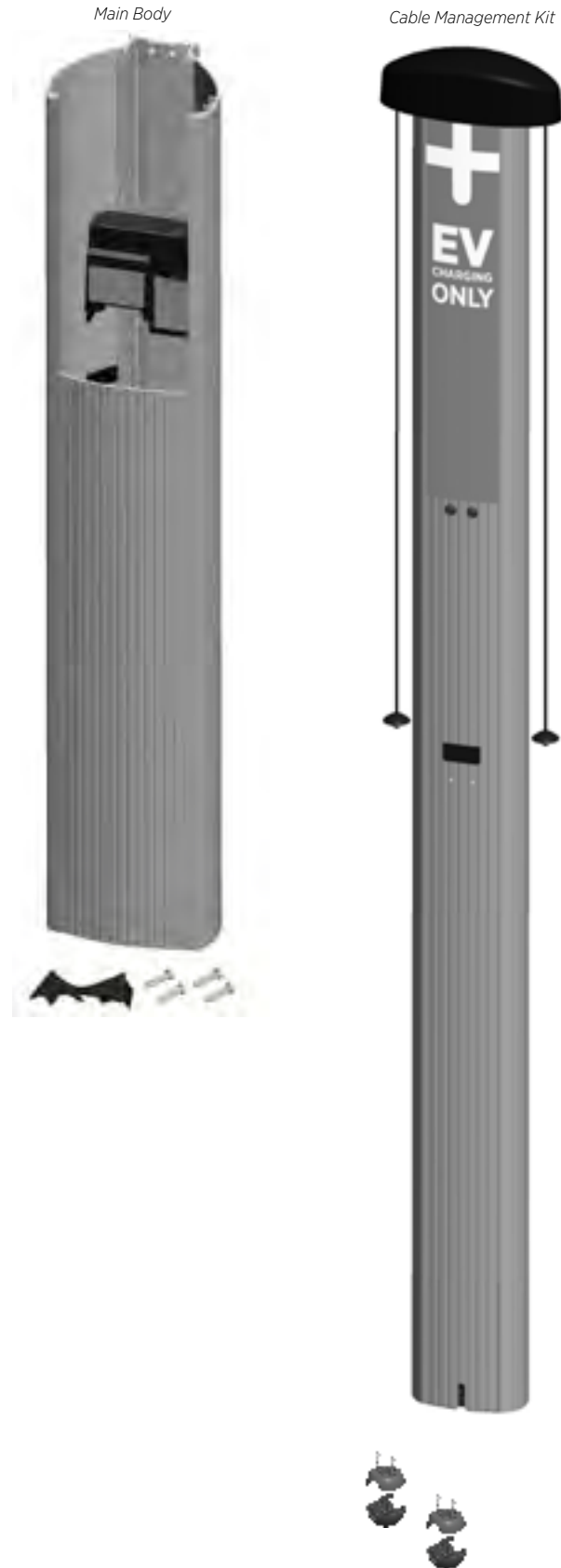
Main Body

- Main body, pre-assembled with mounting pole/base plate, rubber bumper, and brackets (1)
- Adapter plastic cap (1)
- ¼"-20 x 1 ¼" screws (4)

Cable Management Kit

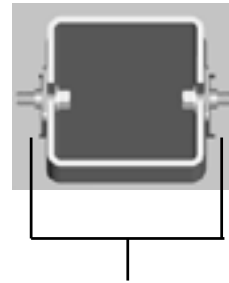
- Retractor assembly with pre-installed "EV CHARGING ONLY" sign (1)
- Cable clamps (2 sets)**

***The type of cable clamps included will vary (see page 4-11).*



Step 2: Prepare Pole/Base Plate for Mounting

- Use a 3/8" socket wrench to loosen (but not remove) the two screws holding the pole inside the main body.
- Remove the pole/base plate assembly from the main body by pulling it out from the bottom of the main body. Keep the rubber spacer in place over the pole.
- Remove and discard the cardboard shipping spacer.



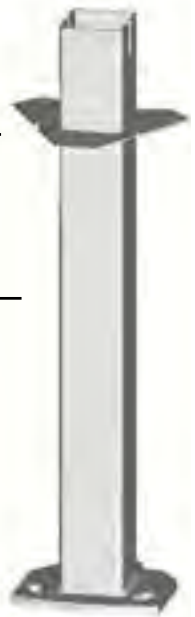
Loosen the 2 screws
(don't remove)



Rubber
spacer

Pole

Base
plate



Step 3: Mount Pole/Base Plate

Prepare the installation site as described in Appendix A, then mount the pole/base plate assembly as follows:

- Pull wires through conduit.
- Place the pole/base plate assembly over the conduit, ensuring the long curved edge of the base plate is located where you want the front of the charging station located.
- Adjust the lower nuts as necessary to ensure the mounting pole is level.
- When level, tighten the nuts on top of the base plate to at least 1416 in-lbs (160 Nm).

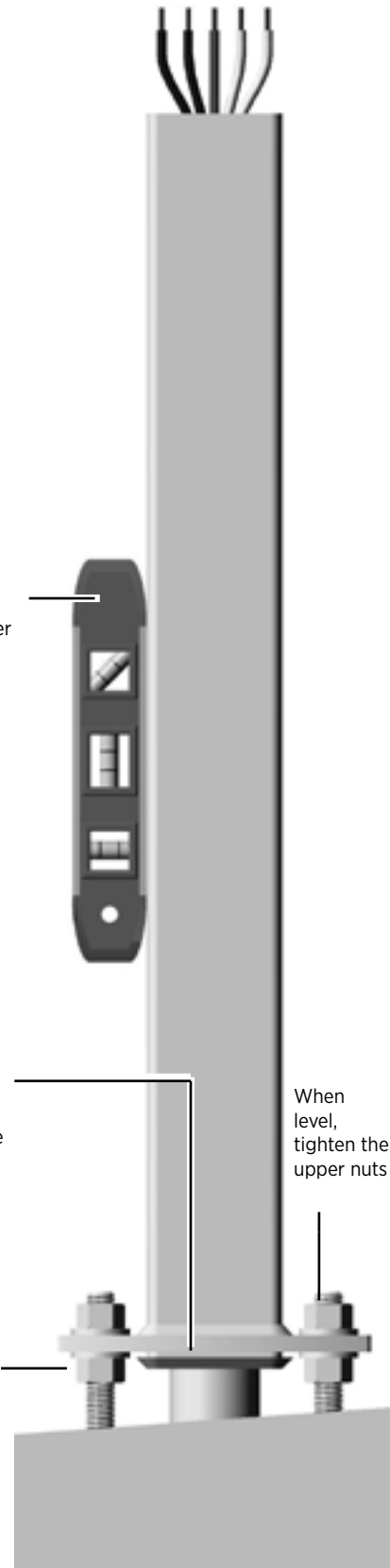
! IMPORTANT: Ensure the pole/base plate is level by adjusting the nuts underneath the base plate. Verify accuracy after each adjustment by positioning the level at various locations on the pole, above each bolt.

Position a level at various locations, both horizontally and vertically, including over each bolt

Align the longer curved edge to where you want to position the front of the station

Adjust the lower nuts as necessary to ensure the pole/base plate is level

When level, tighten the upper nuts



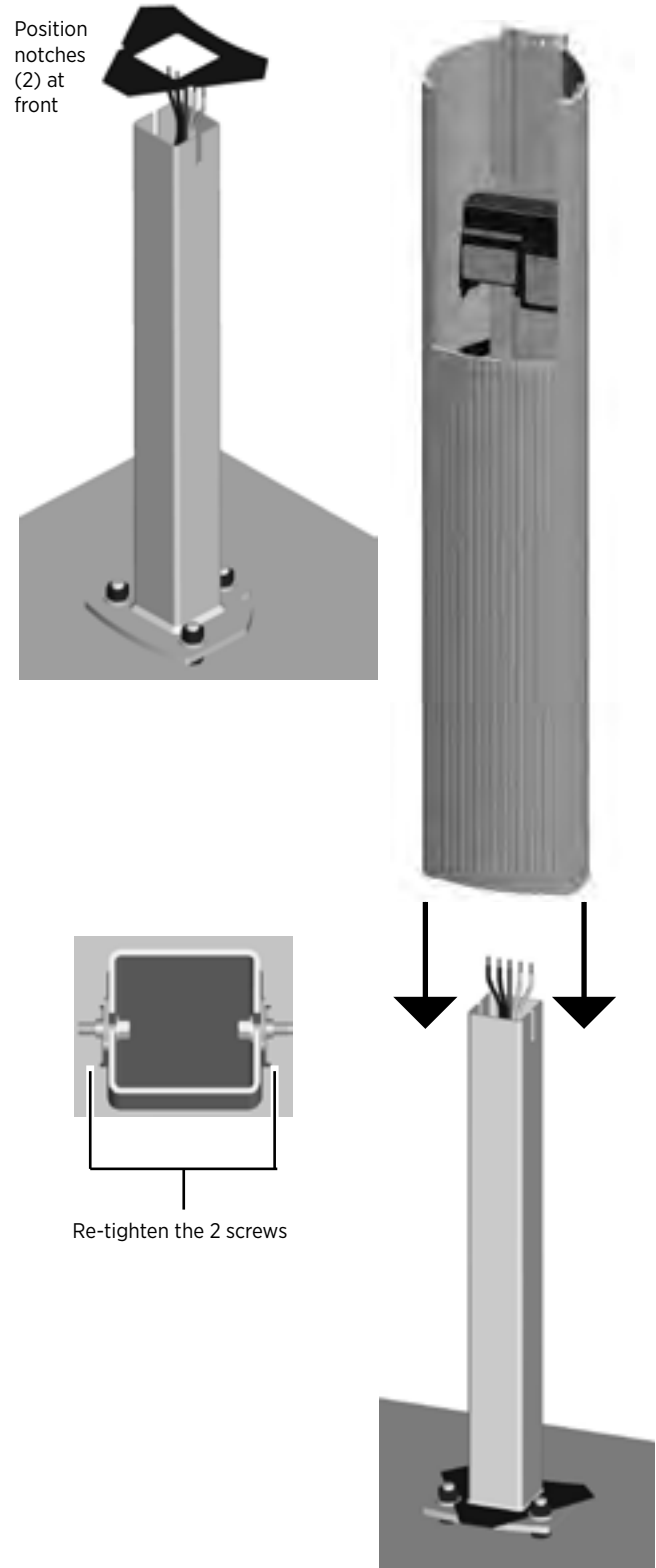
Step 4: Install Main Body

To install the main body:

- Align the notches on the rubber spacer with the front mounting nuts, then slide it all the way down the pole until it is flush with the base plate. This prevents any rocking motion between the main body and the base plate.
- Slide the body over the mounting pole.
- Re-tighten the screws you loosened in Step 2 to approximately 80 in-lbs (9 Nm) using a 3/8" (10 mm) socket wrench.

! IMPORTANT: Ensure the body is firmly aligned to the bottom surface and that no movement (rocking) can take place, even when significant pressure is applied.

! IMPORTANT: The bollard is designed to shed moisture between its bottom surface and the concrete pad. It is very important to maintain this moisture egress feature so that there is no unwanted moisture build up. Therefore, do not seal the bollard to the concrete pad with caulking, silicone or other sealing material.



Step 5: Prepare Retractor for Mounting

To prepare the retractor for mounting:

- Position the retractor packaging so that the bottom of the retractor is near the base of the bollard.

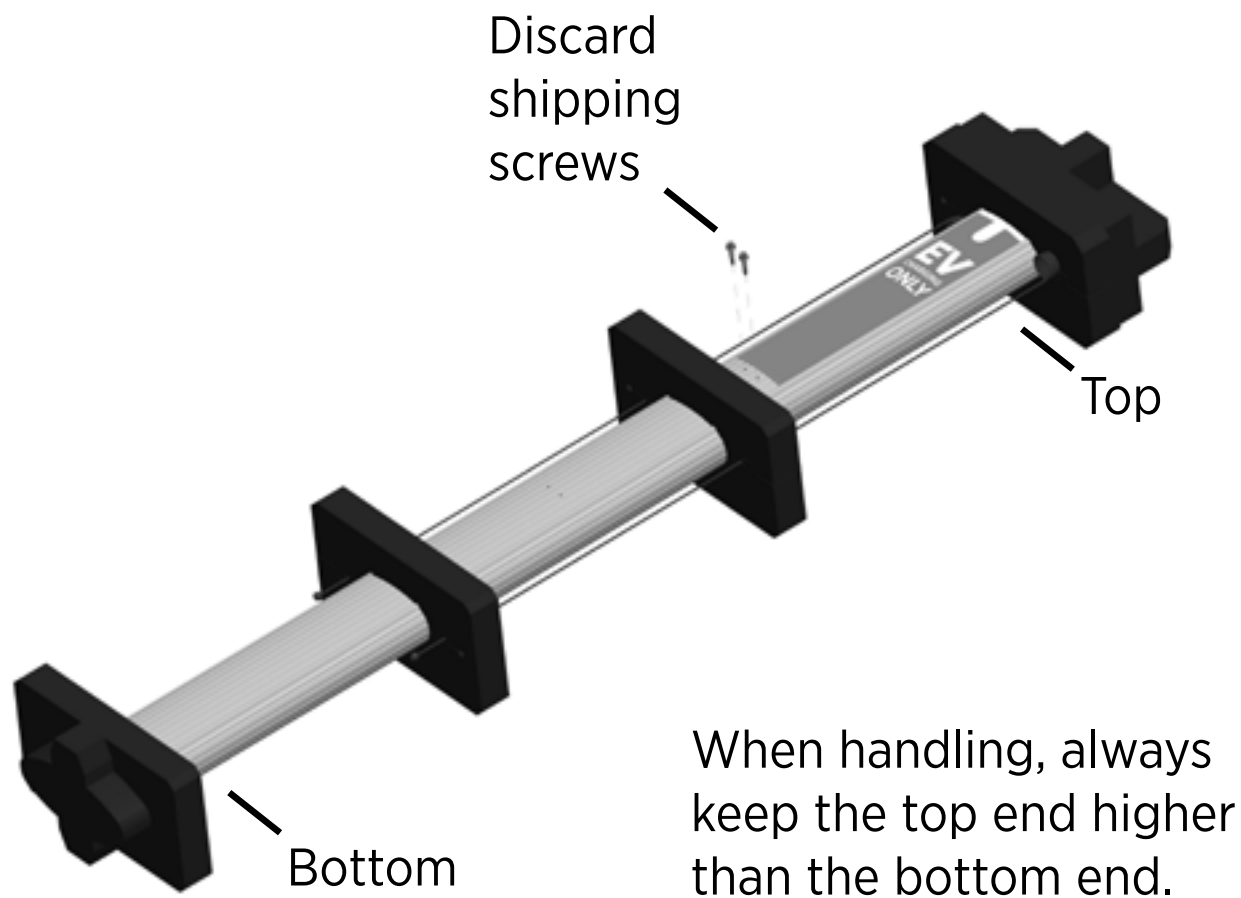


IMPORTANT: Do not unwrap the ropes.

- Remove and discard the two 3/8" drive shipping screws from the front face of the retractor.**

NOTE: When you remove the shipping screws, the retractor's counterweights are free to move in either direction. Therefore, **do not tilt or carry the retractor assembly with the top end lower than the bottom end.**

- Remove the foam packaging from the retractor.
- OPTIONAL: If necessary, remove or replace the EV PARKING sign. See Appendix C.



Step 6: Install Retractor

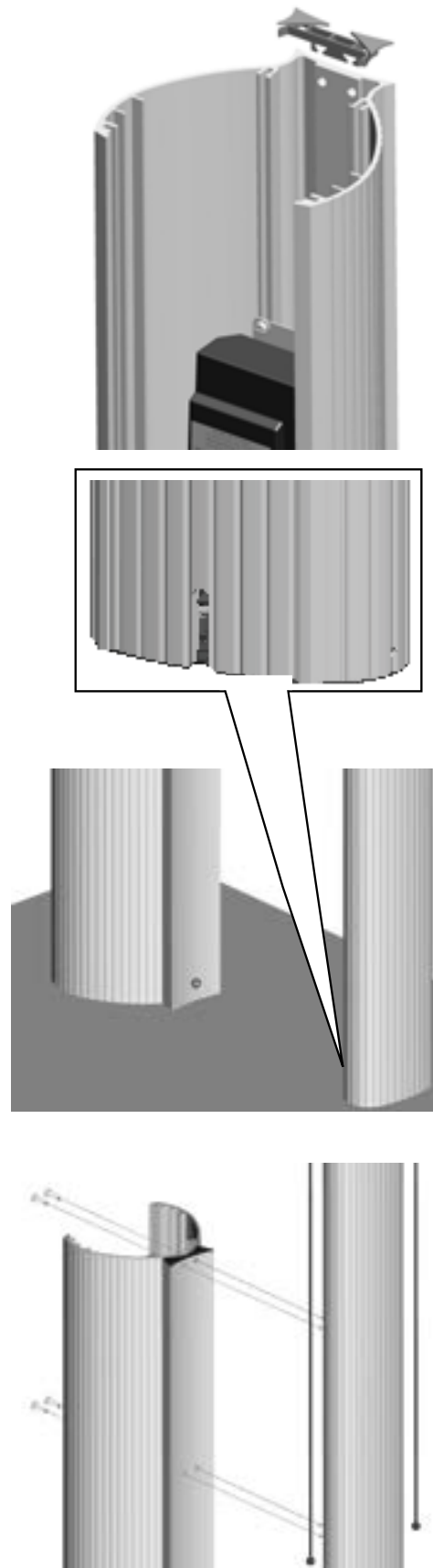
To install the retractor:

- Insert the black cap into the space at the top of the main body, between the main body and the retractor, as shown.
- With a Phillips screwdriver and at least one of the four ¼" - 20 x 1 ¼" screws in hand, position the retractor against the back of the main body. Place the slot at the bottom of the retractor over the knob at the bottom of the main body, as shown.



IMPORTANT: Hold the retractor in place until you've secured it with at least one screw.

- From inside the main body, insert the four ¼" - 20 x 1 ¼" screws through the main body and the retractor, and tighten to 60 in-lbs (7 Nm).

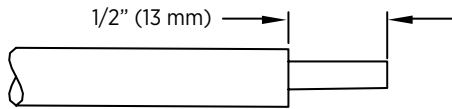


Step 7: Connect Wiring

! IMPORTANT: To power a dual-port station using a single 40A circuit, use the Power Share option provided in the Power Management Kit. Instead of following the instructions below, see Appendix B to properly install Power Share jumpers and relabel the station. After the station powers up, as described in Chapter 4, the on-screen Installation Wizard steps you through the process of configuring the station.

If you are not installing a power sharing kit, connect the wiring as follows:

- Strip wires $\frac{1}{2}$ " (13 mm).



- Push the black tab on the terminal block to release the terminal block cover, then slide the cover up until it locks into the raised position:

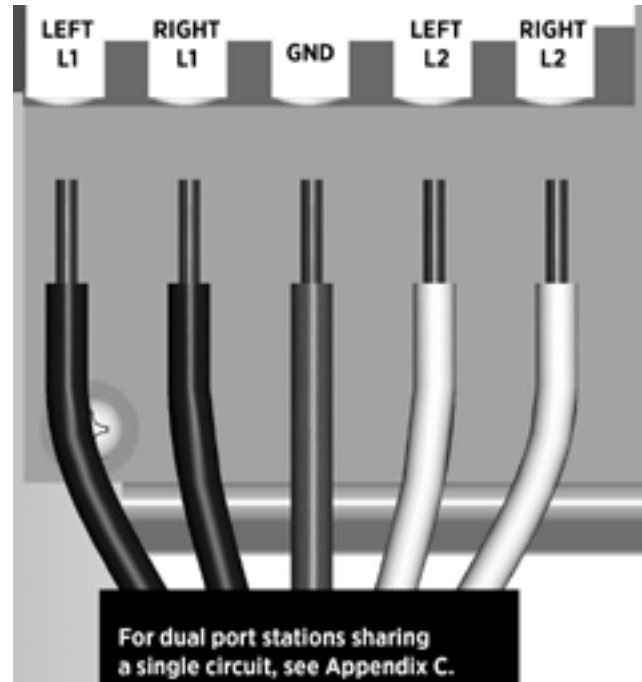


- Lift the corresponding white lever on the terminal block, insert the ground wire into the center connector, then push the lever down until it clicks into its fully closed position.
- Lift the corresponding white levers, insert the 240 VAC L1 and L2 wires, then push the levers down until they click into their fully closed position.

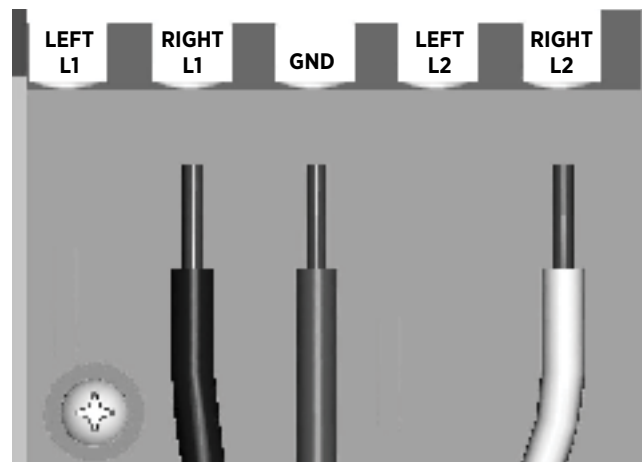
! WARNINGS:

- Use copper conductors only.
- Do NOT provide GFCI protection at panel. The CT4000 has built-in GFCI protection.
- In areas with frequent thunder storms, add surge protection at the service panel for all circuits.
- Use new circuit breakers only. Used breakers can damage equipment and introduce the potential for an electrical fire.**
- Ensure all power and ground connections, especially those at the breaker and buss bar, are clean and tight. Remove all oxide from all conductors and terminals before connecting wiring.**

For dual port stations:



For single port stations, use the connectors indicated for "RIGHT" side only.



Step 8: Check Voltages

- Turn power ON.
- Using a solenoid type voltage tester, check that the voltages at the charging station's terminal block are as follows:

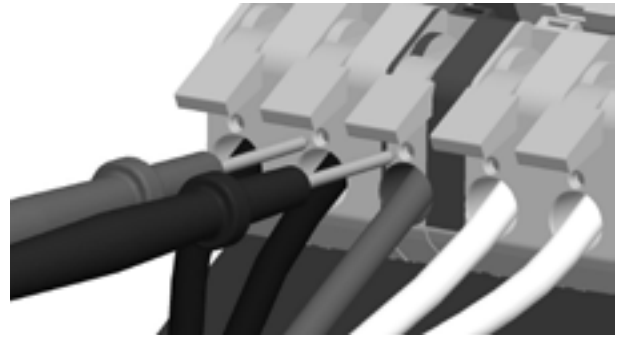
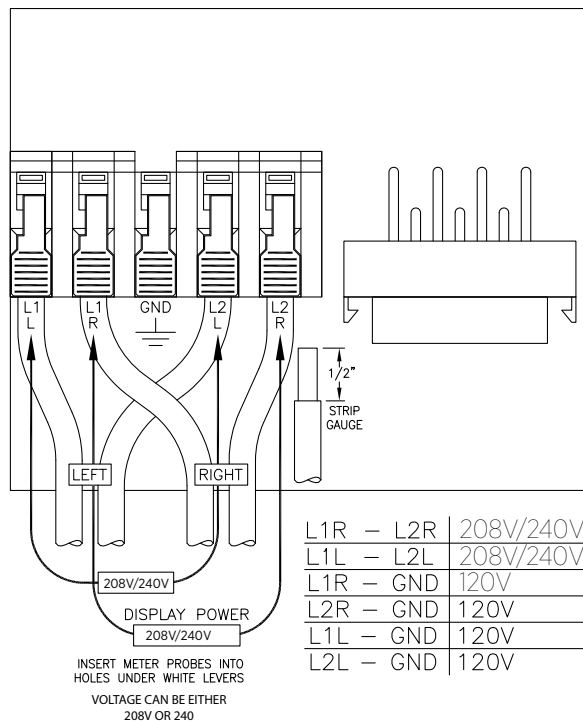
Measure Between	Volts
L1 and L2	208/240
GND and L1	120
GND and L2	120

If the voltages are not as expected, ensure that the wiring has been properly connected as describing on the previous page. For detailed wiring diagrams and grounding requirements, see pages 1-4 to 1-6.

Before continuing, resolve any wiring issues and ensure that voltages are as expected.

- Turn power OFF.

CT4000 Input Voltage Measurements



OPTIONAL: Apply custom signs to the front of the bollard and/or the back of the retractor. See Appendix C.

You have now finished installing the bollard mount and are ready to install the head assembly and top cap. See Chapter 4.



3

Installing a Wall Mount

Before You Start

You need the following:

- Drill and Tap for appropriate wall attachment hardware
- Attachment hardware, such as 3/8" x 3" (M10 x 75 mm) lag bolts (coach screws) if mounting to a wood wall
- Ratchet and 9/16" (15 mm) deep socket
- #2 Phillips screwdriver
- Tape measure
- Bubble level
- Marker
- Wire stripper
- Voltage tester

Overview of Steps

Installing the wall mount involves a few simple steps, summarized below and detailed in the remainder of this chapter:

1. Check Boxes for Correct Contents (page 3-2)
2. Drill Holes in Wall (page 3-3)
3. Mount Rear Brackets to Wall (page 3-4)
4. Prepare Retractor for Mounting (page 3-5)
5. Mount Retractor (page 3-6)
6. Install Conduit (page 3-7)
7. Install Main Body (page 3-8)
8. Connect Wiring (page 3-9)
9. Check Voltages (page 3-10)

When you have completed these steps, you will be ready to install the head and top cap as described in Chapter 4.

Step 1: Check Boxes for Correct Contents

The wall mount ships in two boxes as described below.

Main Body and Mounting Kit

- Main body, pre-assembled (1)
 - Mounting brackets with pre-installed 1/4-20 screws and 3/8-16x3/4 flange bolts (2 sets)
- NOTE: The packing box for the brackets serves as a template for drilling mounting holes. **Do not discard packaging until you've completed Step 2.**

- Slot cover (2)*

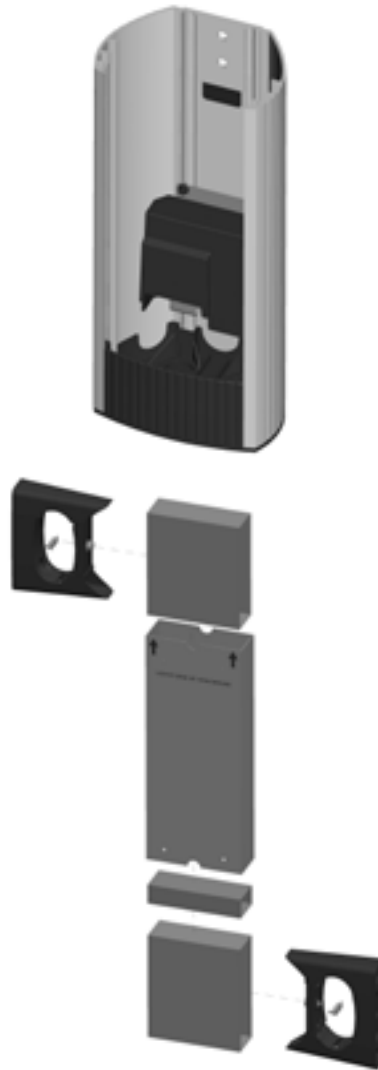
*One extra slot cover is included.

Cable Management Kit

- Retractor assembly with pre-installed "EV CHARGING ONLY" sign (1)
- Cable clamps (2 sets)**

**The type of cable clamps included will vary (see page 4-11).

Main Body and Mounting Kit



Cable Management Kit

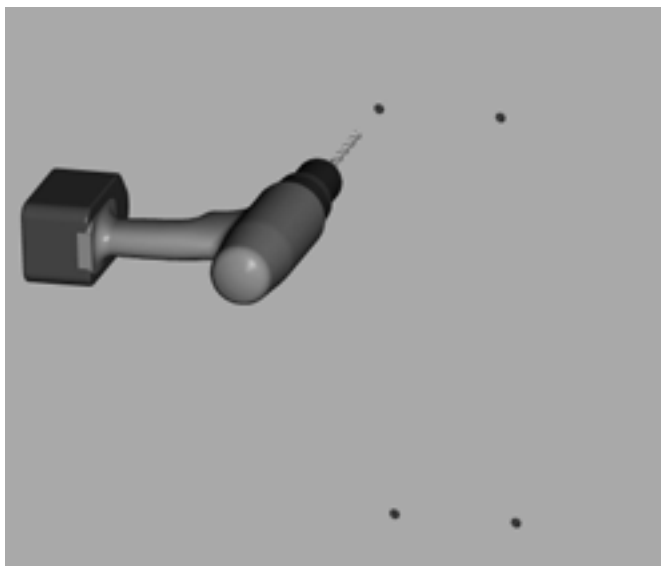


Step 2: Drill Holes in Wall

- The packing box for the brackets is used as a template for drilling the wall holes. Tear the packing box along the perforation to allow it to lay flat.
- Place the template against the wall. As described on the package insert, align the top where indicated, 49" above the floor or ground. Ensure that the template is level and the side of the packaging insert is plumb. Mark the four mounting holes.
- Drill four holes in the wall at the marked locations.

NOTE:

- If mounting to a hollow wall, bridge at least two studs using a 1-5/8" channel strut. For wood studs, use 3/8" lag bolts that are long enough to penetrate at least 2 1/2" into the stud. Then mount the supplied brackets to the channel strut using 3/8-16 x 1" long bolts, 3/8 ID x 13/16" OD washers, and 3/8-16 channel strut nuts.
- If mounting to a masonry wall, use 3/8" expanding masonry fasteners.
- If mounting to a wood wall, use 3/8" x 3" lag bolts.



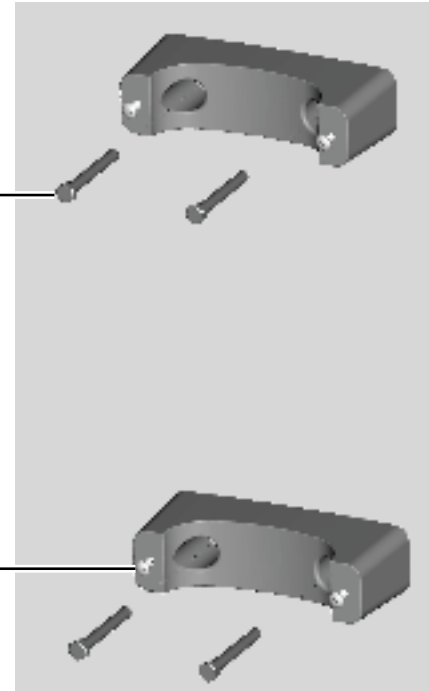
Step 3: Mount Rear Brackets to Wall

Separate the pre-assembled front and rear brackets by loosening (but not removing) the pre-installed screws. Leave about 3/4" (19 mm) protruding.

Mount each rear bracket to the wall using screws appropriate for the type of wall material.

Mount brackets using screws appropriate for type of wall material (not supplied)

Do not remove screws—leave about 3/4" (19 mm) protruding



Step 4: Prepare Retractor for Mounting

To prepare the retractor for mounting:

- Position the retractor packaging so that the bottom of the retractor is near the bottom of the wall.

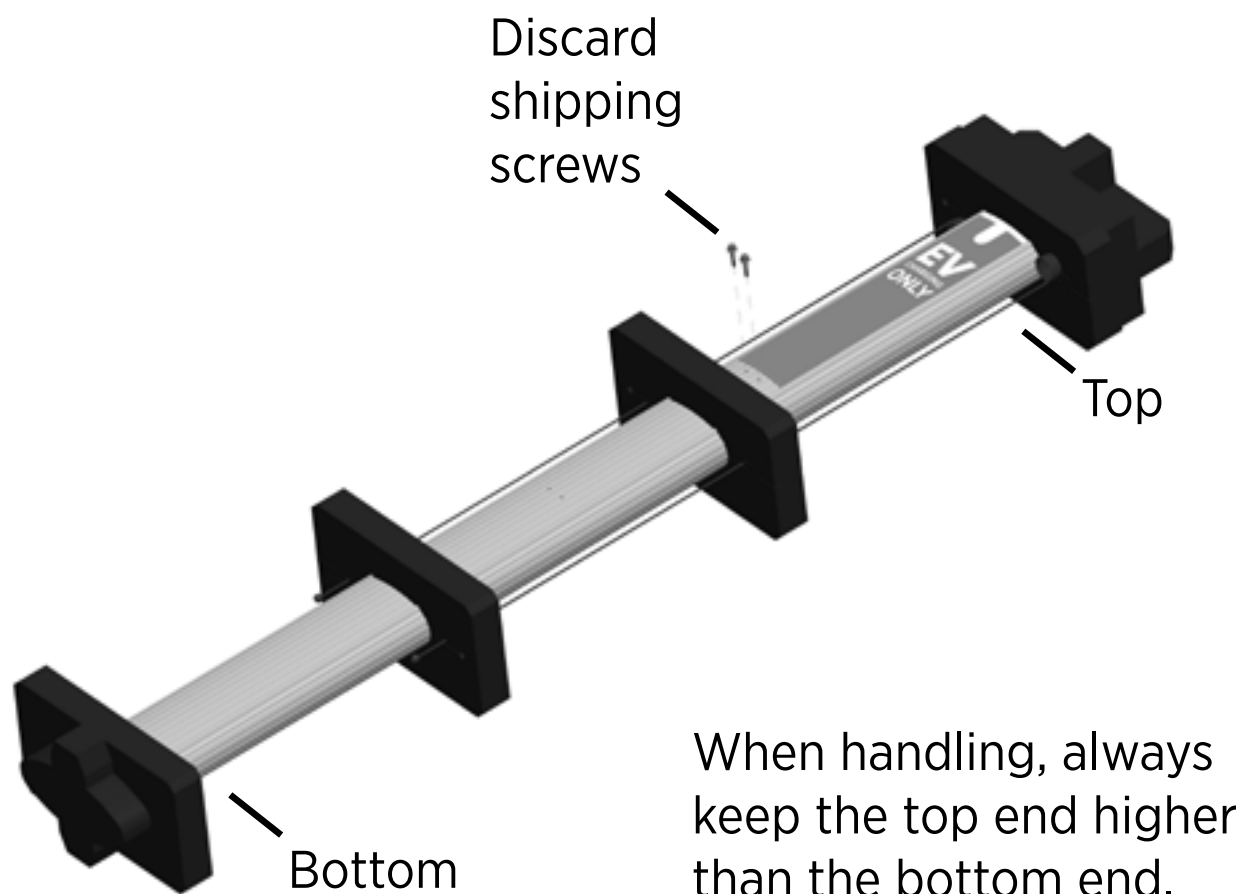


IMPORTANT: Do not unwrap the ropes.

- Remove and discard the two 3/8" (10 mm) drive shipping screws from the front face of the retractor.**

NOTE: When you remove the shipping screws, the retractor's counterweights are free to move in either direction. Therefore, **do not tilt or carry the retractor assembly with the top end lower than the bottom end.**

- Remove the foam packaging from the retractor.
- OPTIONAL: If necessary, remove or replace the EV PARKING sign. See Appendix C.



When handling, always keep the top end higher than the bottom end.

Step 5: Mount Retractor

To mount the retractor assembly:

- Place the two front brackets where you can easily reach them.
- Tilt the retractor up against the rear brackets, with the front of the retractor facing towards you, as shown (mount holes visible).

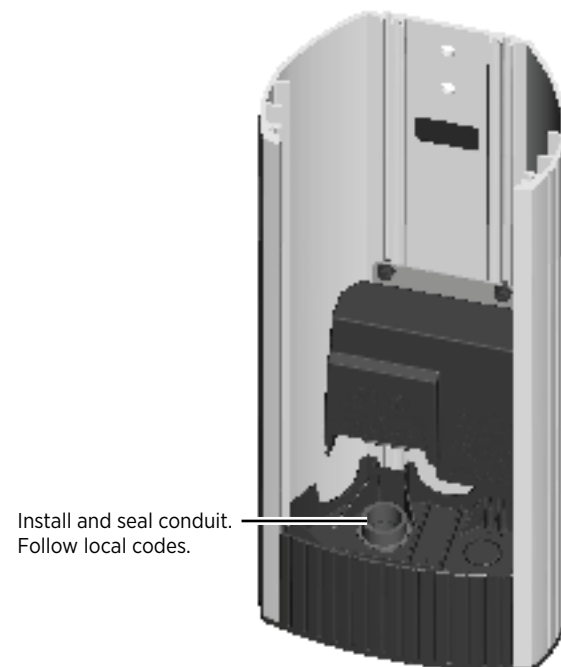
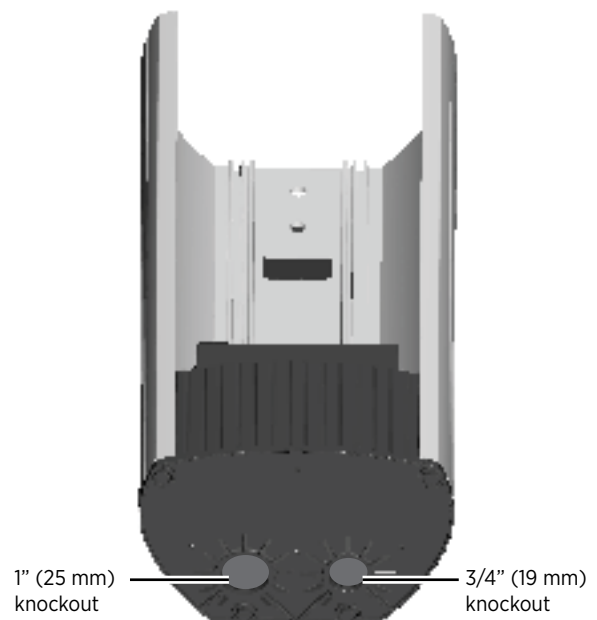
NOTE: The bottom of the retractor should rest on the ground.

- Place the top front bracket over the two corresponding screws protruding from the top rear bracket. You'll need to steady the retractor with one hand, while using the other hand to position the bracket.
- Repeat for the bottom bracket.
- Tighten all four screws to 60 in-lbs (7 Nm) using the Phillips screwdriver.
- Insert the slot cover, bottom first, into the slot at the bottom of the retractor.



Step 6: Install Conduit

As shown, the base of the main body has two conduit knockouts: 1" and 3/4" (25 mm and 19 mm). Using a flat screwdriver, remove the knockout for the appropriate conduit size.

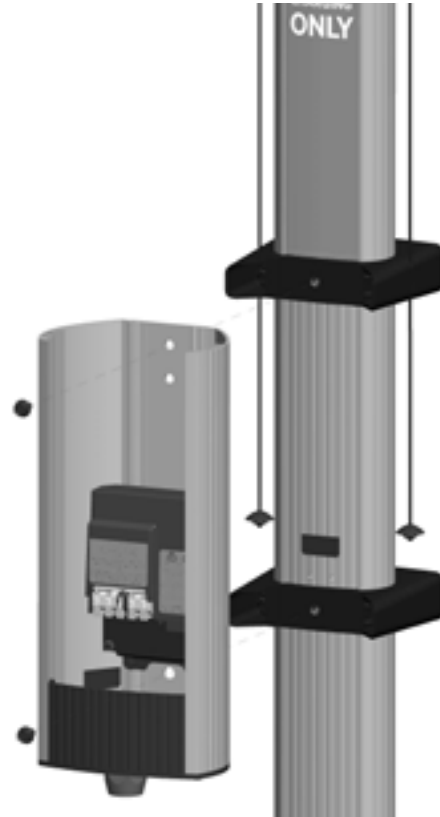


Step 7: Install Main Body

- Expose the pre-drilled hole located below the terminal block. To do so, push the tab on the terminal block to release the cover plate, then slide the cover plate upwards until it stays in position:



- Remove the pre-installed flange bolts from the front brackets.
- Position the main body so that the top hole aligns with the top retractor bracket.
- Re-insert a 3/8 - 16 x 3/4" flange bolt into the top hole and finger tighten.
- Re-insert the other flange bolt into the lower mounting hole.
- Tighten both flange bolts to 50 in-lbs (117 Nm).
- Connect the conduit and run wiring through the conduit and into the main body of the station.

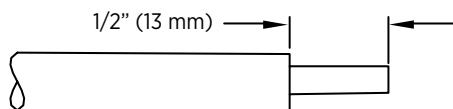


Step 8: Connect Wiring

! IMPORTANT: To power a dual-port station using a single 40A circuit, use the Power Share option provided in the Power Management Kit. Instead of following the instructions below, see Appendix B to properly install Power Share jumpers and relabel the station. After the station powers up, as described in Chapter 4, the on-screen Installation Wizard steps you through the process of configuring the station.

If you are not installing a power sharing kit, connect the wiring as follows:

- Strip wires ½" (13 mm).



- Push the black tab on the terminal block to release the terminal block cover, then slide the cover up until it locks into the raised position:

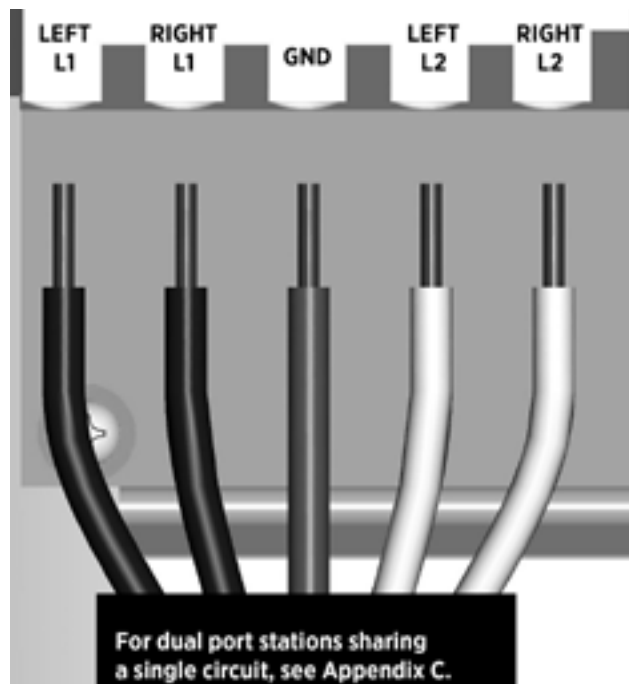


- Lift the corresponding white lever on the terminal block, insert the ground wire into the center connector, then push the lever down until it clicks into its fully closed position.
- Lift the corresponding white levers, insert the 240 VAC L1 and L2 wires, then push the levers down until they click into their fully closed position.

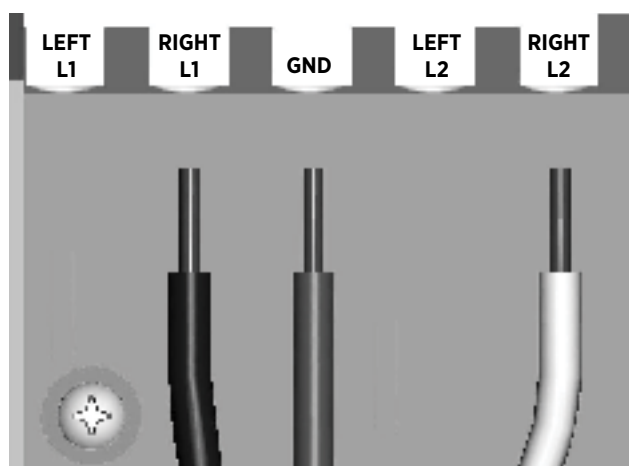
! WARNINGS:

- Use copper conductors only.
- Do NOT provide GFCI protection at panel. The CT4000 has built-in GFCI protection.
- In areas with frequent thunder storms, add surge protection at the service panel for all circuits.
- Use new circuit breakers only. Used breakers can damage equipment and introduce the potential for an electrical fire.**
- Ensure all power and ground connections, especially those at the breaker and buss bar, are clean and tight. Remove all oxide from all conductors and terminals before connecting wiring.**

For dual port stations:



For single port stations, use the connectors indicated for "RIGHT" side only.



Step 9: Check Voltages

- Turn power ON.
- Using a solenoid type voltage tester, check that the voltages at the charging station's terminal block are as follows:

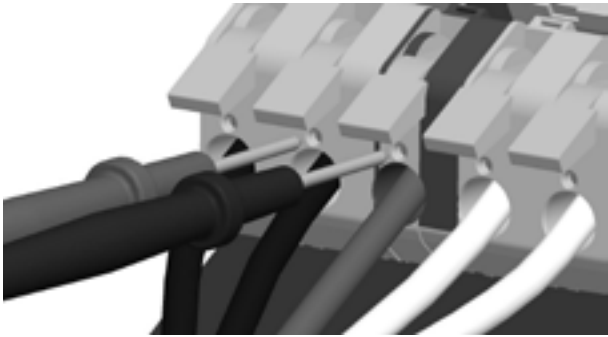
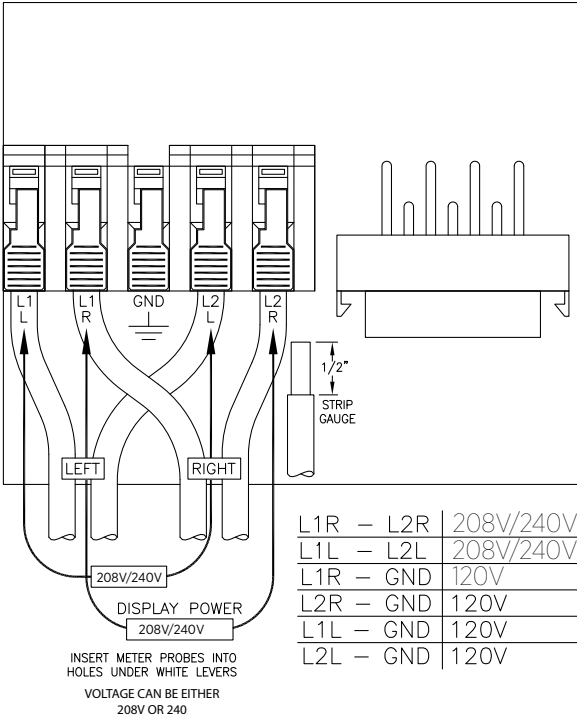
Measure Between	Volts
L1 and L2	208/240
GND and L1	120
GND and L2	120

If the voltages are not as expected, ensure that the wiring has been properly connected as describing on the previous page. For detailed wiring diagrams and grounding requirements, see pages 1-4 to 1-6.

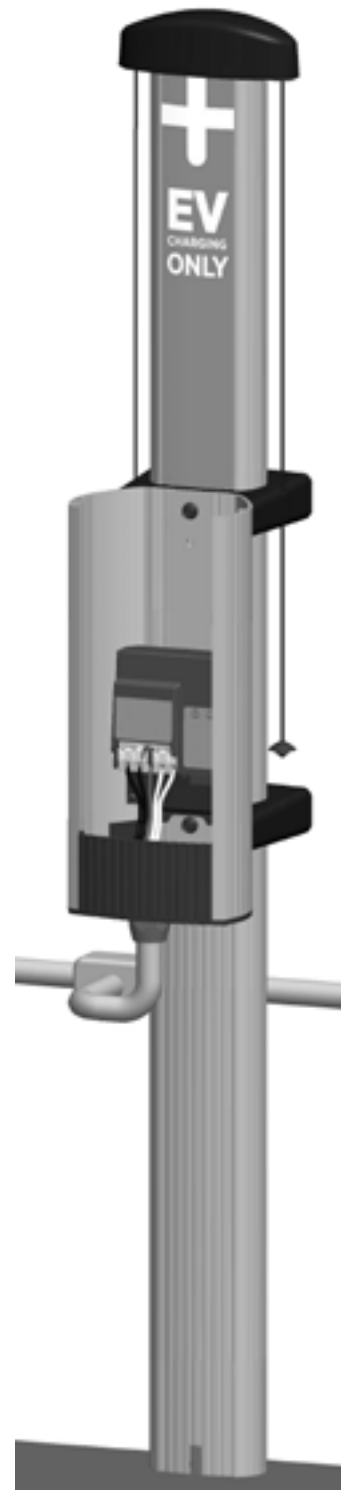
Before continuing, resolve any wiring issues and ensure that voltages are as expected.

- Turn power OFF.

CT4000 Input Voltage Measurements



You have now finished installing the wall mount and are ready to install the head assembly and top cap. See Chapter 4.



Installing the Head and Top Cap

4

Before You Start

Before installing the head and top cap, you must complete the installation of the main body and its cable management system as described in a previous chapter. You need the following:

- Smart phone with camera and internet connection
- ChargePoint login (provided during ChargePoint Installer Certification training)
- Wire stripper
- #2 Phillips screwdriver

Overview of Steps

Installing the head and top cap involves a few simple steps, summarized below and detailed in the remainder of this chapter:

1. Check Boxes for Correct Contents (page 4-2)
2. Prepare Head Assembly for Mounting (page 4-4)
3. Slide Head Assembly into Body (page 4-7)
4. Connect Head Assembly (page 4-8)
5. Use the Wizard to Complete the Installation (Page 4-9)
6. Secure Head Assembly (page 4-11)
7. Prepare the Station for Activation on ChargePoint (page 4-13)

When you have completed these steps, installation is complete.

Step 1: Check Boxes for Correct Contents

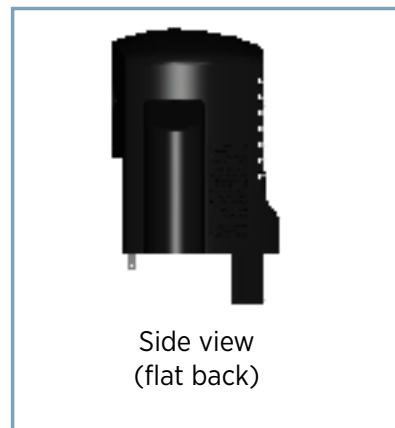
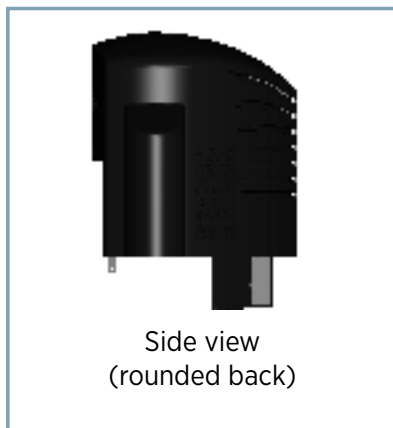
Top cap

The station's top cap ships in a box containing:

- Top cap (1)
- Phillips screws (2) - in some cases, the top cap does not require screws and instead has integrated snaps that allow you to snap it onto the head assembly (see page 4-5)
- CT4000 Installation Guide (this document)

Pay attention to the top cap's attachment type. Some top caps are attached using screws, whereas others have integrated snaps. Instructions are provided for each type.

If installing both bollard and wall mount stations, also pay attention to the top cap's shape. As illustrated below, the back of the top cap is rounded for bollard stations, and flat for wall mount stations.



Step 1 cont'd: Check Boxes for Correct Contents

Head assembly

The station's head assembly ships in a box containing:

- Head assembly
- Rubber plugs (4) - two of these are spares.
- L-wrench (attached with a security tag on the side of the head assembly)
- Spare activation label (a duplicate label is attached to the head assembly)



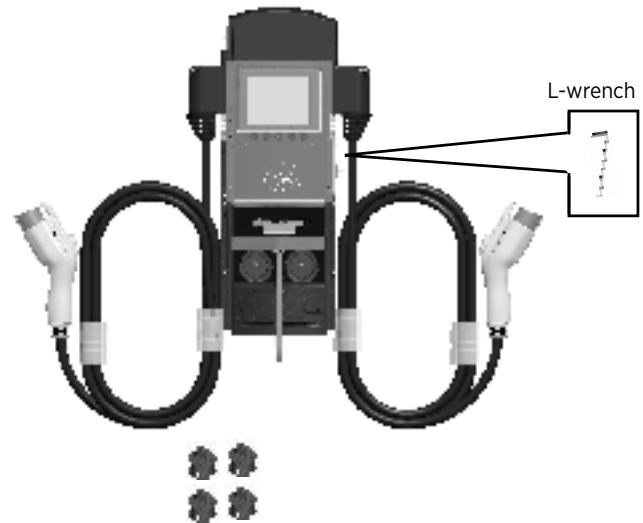
IMPORTANT: Keep the spare activation label for future reference. It contains critical information that is needed to document the radio groups when preparing the station for activation on ChargePoint (see page 4-15).

For gateway stations, a Network Enablement Kit is also included:

- SIM card
- Installation instructions



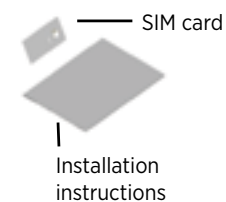
IMPORTANT: Locate and retain the envelope containing the Network Enablement Kit, **located under the head assembly in the shipping box**. It contains critical components that allow the gateway station to communicate on the ChargePoint network (see installation instructions on page 4-4).



An activation label is attached to the head assembly. This duplicate label is provided to simplify the step of documenting the radio groups. It includes important information needed to activate the station on ChargePoint.

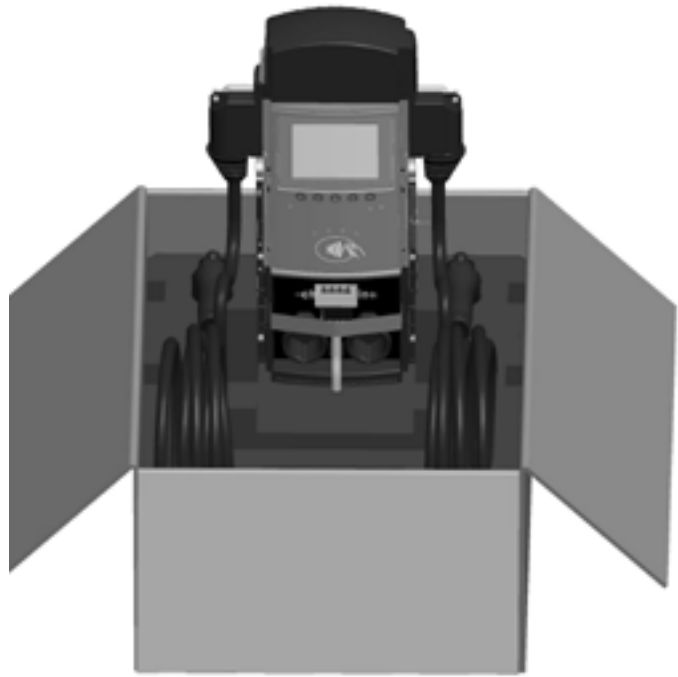
GATEWAY STATIONS ONLY:

The shipping box also includes an envelope containing the Network Enablement Kit.



Step 2: Prepare Head Assembly for Mounting

- To prepare the head assembly for mounting, open the box and stand the head upright on its foam packaging, as shown.



- If you are installing a gateway station, install the Network Enablement Kit:
 - Remove the SIM card from its carrier by pushing it firmly.
 - Lift the rubber flap located on the left hand side of the head assembly, as shown.
 - Insert the notched edge of the SIM card into the slot, with the notch facing upward. Slide it into the slot and push it FULLY into the slot until it “clicks” into place. Refer to the orientation instructions printed on the side of the head assembly.

TIP! To push the SIM card into the slot, use a corner of the SIM card’s carrier, as shown.



Remove the SIM card

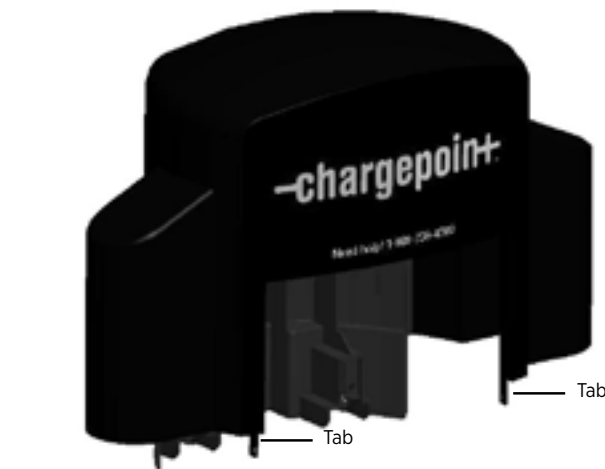


Step 2 cont'd: Prepare Head Assembly for Mounting

- Install the top cap. There are two types of top caps:
 - SNAP TYPE: The back of the top cap has levered snaps (follow instructions below)
 - SCREW TYPE: The back of the top cap has deep bosses for screws (follow instructions on the next page)

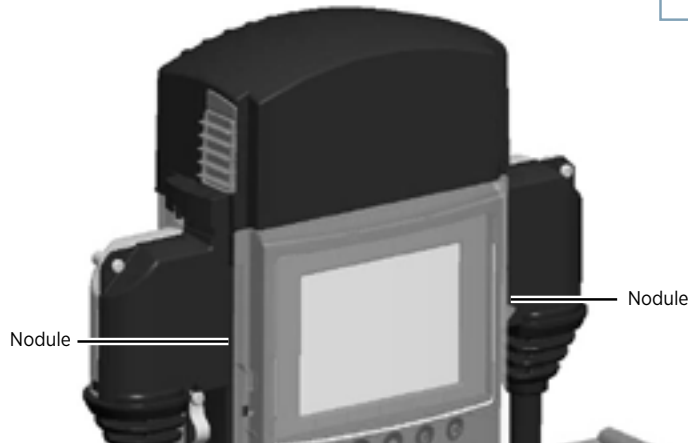
TO INSTALL A SNAP TYPE TOP CAP (to install a screw type top cap, see the next page)

- Place the top cap over the head assembly as shown, ensuring correct alignment.
- Push the top cap down onto the head assembly to secure it in place. Ensure that the front tabs are aligned over the nodules and the rear snaps are fully seated.

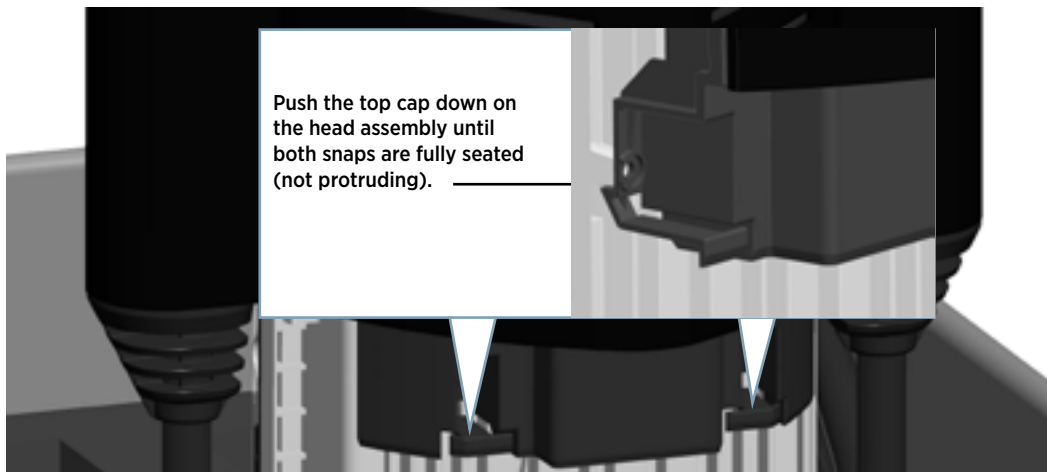


Ensure correct alignment so the top cap slides into its secured position:

The small hole in each of the two protruding tabs on the bottom of the top assembly must slide and then snap over the corresponding nodule on the side of the head assembly.

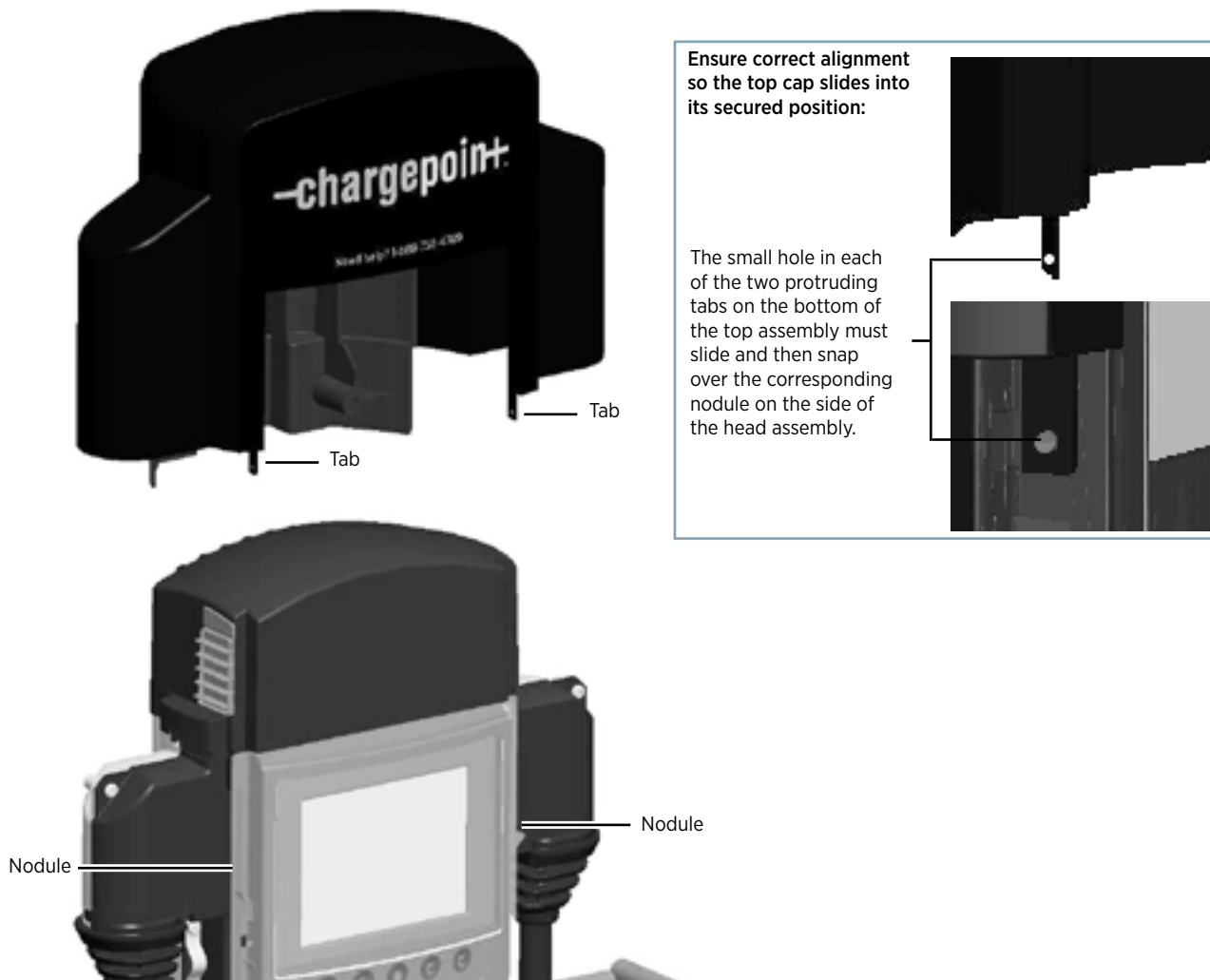


- Push the snaps located at the back of the top cap to secure the top cap to the head assembly. Ensure that both snaps are fully engaged.

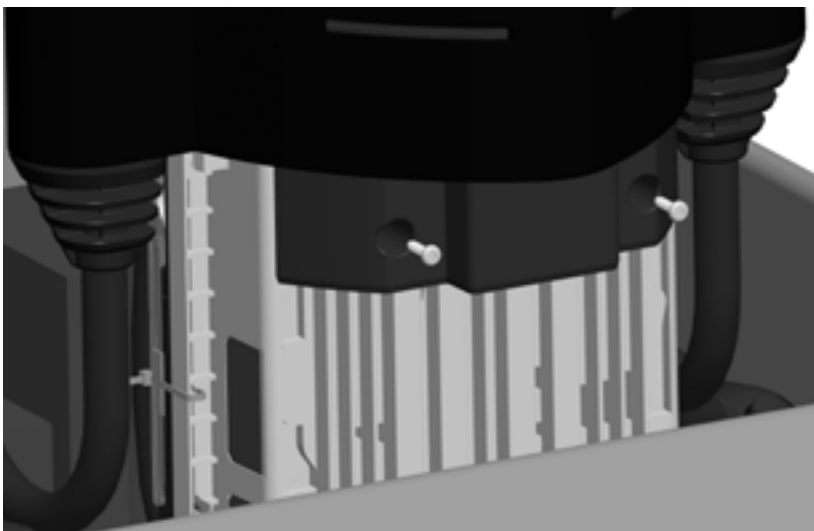


TO INSTALL A SCREW TYPE TOP CAP (to install a snap type top cap, see the previous page)

- a) Place the top cap over the head assembly as shown, ensuring correct alignment.



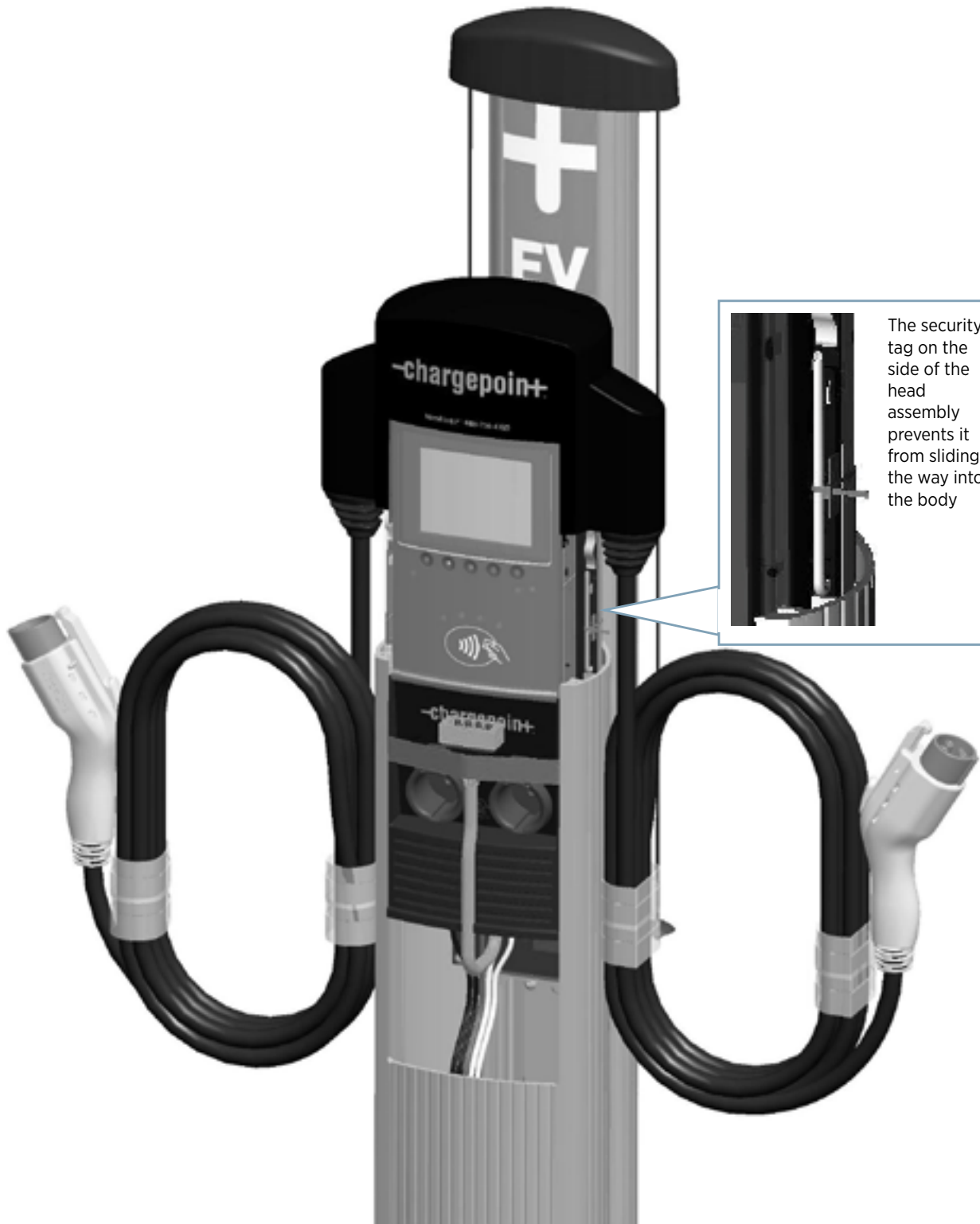
- b) Using a Phillips screwdriver, secure the top cap to the head assembly by inserting the two supplied screws into the back of the top cap and tightening to 20 in-lbs (2.3 Nm).



Step 3: Slide Head Assembly Into Body

Slide the head assembly into the main body until it is stopped by the head assembly's security tag.

⚠ IMPORTANT: Do not insert the charging connectors into the holsters until after you've powered up the station. Doing so causes the holsters to permanently lock.



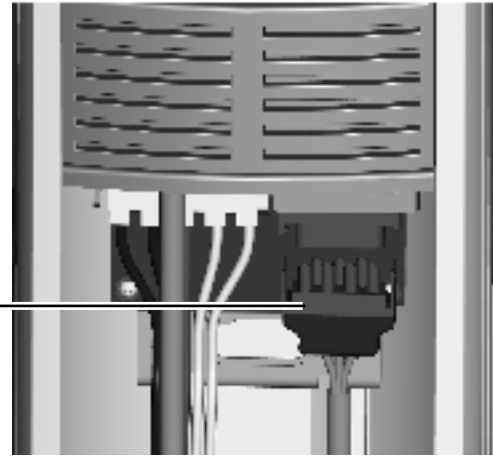
Step 4: Connect Head Assembly

! IMPORTANT: If configuring a dual station to operate from only one circuit, or to operate at a current capacity lower than 30A per circuit, see Appendix B for information on Power Management.

Pull to remove the yellow strap from the blue connector.

Connect the blue connector to the blue receptacle by the terminal block, ensuring it “clicks” into place and is fully seated.

The blue connector “clicks” into place



Push the cover down over the terminal block.

Push the cover down over the terminal block



Step 5: Use the Wizard to Complete the Installation

Power up the station to run the onscreen Installation Wizard, which helps you verify operation of the station and perform some basic setup tasks.

NOTE: If the station does not power up, check that the head assembly's blue rectangular connector is properly seated onto the terminal block.

To complete the tasks in this Wizard, you must have completed ChargePoint Installer Certification training and received your ChargePoint installer login. You will also need a smart phone with a camera, internet connectivity, and one of the recommended QR Code scanning apps defined in the training.

If you have not completed the ChargePoint Installer Certification training, please STOP and contact ChargePoint to sign up for training now.

The CT4000 Installation Wizard includes these tasks:

- Set language
- Enable Power Sharing (see Appendix B)
- Configure Power Select (see Appendix B)
- Apply the appropriate rating label (see Appendix B)
- Check for faults
- Test locking holsters
- Install cable clamps (see Appendix D)
- Pinpoint the station on a map
- Test network connectivity

The following images are an example of steps you will follow using the wizard:





The CT4000 Installation Wizard also includes a procedure for replacing a broken head assembly, which includes these tasks:

- Set language
- Configure the station for Power Share/Power Select (see Appendix B)
- Check for faults
- Test locking holsters
- Install cable clamps
- Transfer configuration from old station to new head

When using the Installation Wizard to replace a station, it is ready to use when the process is complete. The station owner does not need to activate the new station.

NOTE - ELECTRIC RATING LABELS

If you are using either Power Sharing to share one circuit for two ports, or Power Select to limit the maximum output power of the station, the wizard instructs you to apply the appropriate Electrical Rating label. The wizard describes which Electrical Rating label you must attach to the station.

NOTE - POWER MANAGEMENT KIT

If you are using Power Sharing to allow both ports on a dual port station to share a single 40A circuit, the wizard instructs you to install the jumpers that are provided in the optional Power Management Kit (ordered separately). For more information on Power Sharing, see Appendix B.

NOTE - CABLE CLAMPS

The wizard describes how to install the cable clamps, which are included in the shipping box with the Cable Management Kit. For more information, see Appendix D.

STARTING A CHARGING SESSION

A ChargePoint card is attached to the front page of this Installation Guide. Use this card to authorize a charging session. Make sure that both plug holsters unlock and that the station displays instructions on how to plug into the vehicle.

NOTE: The ChargePoint card supplied on the front cover can authorize up to ten charging sessions.

If you have performed the above steps, and the station operates as described and no errors exist, continue with the installation. If any of the above conditions are not met, resolve the error before continuing by referring to Chapter 5, Troubleshooting.

Step 6: Secure Head Assembly

Remove the L-wrench by rotating it to the right until the security tag breaks. Lift the head assembly slightly and remove the L-wrench.

! IMPORTANT: If applicable, ensure the snaps on the top cap are fully engaged before lowering the head assembly. If they are not fully engaged, the head assembly will not be properly seated. See page 4-5.

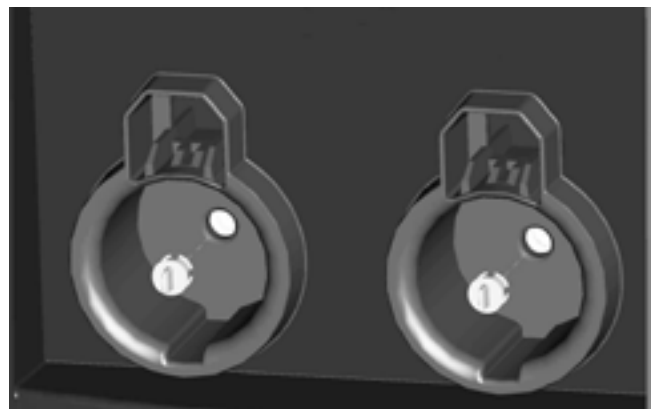
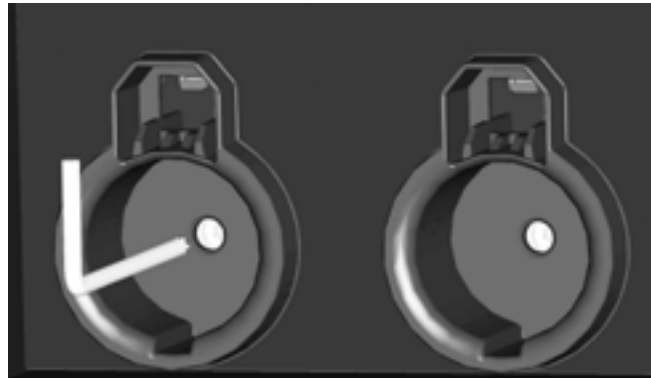
Lower the head assembly. Ensure the head assembly is fully seated and that no gap exists between the bottom of the head assembly and the main body. The head assembly fits tightly and may require extra downward force to ensure it is fully seated.

Using the L-wrench, tighten the two security set screws, located inside the holsters, to approximately 25 to 30 in-lbs (2.8 to 3.4 Nm).

Cover the screws using the two rubber plugs.

Insert the charging plugs into their corresponding holsters.

You have now finished the physical installation of the CT4000 charging station and are ready to prepare the station for activation on ChargePoint.



Step 7: Prepare the Station for Activation on ChargePoint

Before leaving the installation site, you must prepare the station for activation. To do so, you will need activation labels for all gateway and non-gateway stations in this radio group. An activation label is included in the shipping box with each head assembly (see page 4-2).

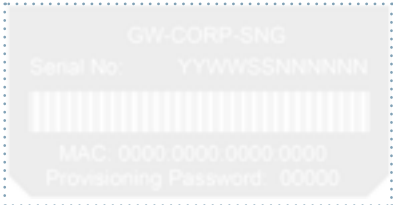
Preparing the station for activation on ChargePoint involves filling in the double-sided form on pages 4-15 and 4-16, detaching this sheet from this document, and providing it to the person responsible for activating the station on ChargePoint. After doing so, the installation of the CT4000 charging station is complete.

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Document the Radio Groups

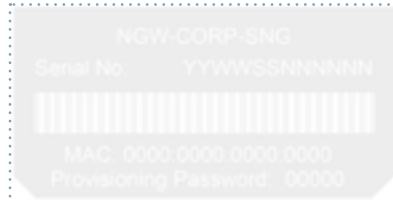
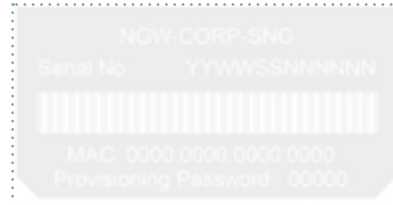
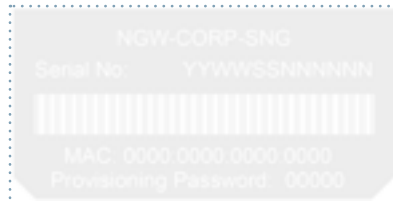
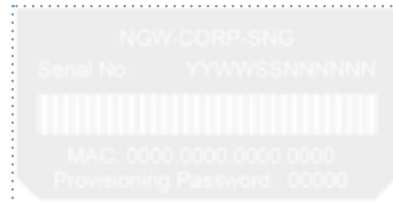
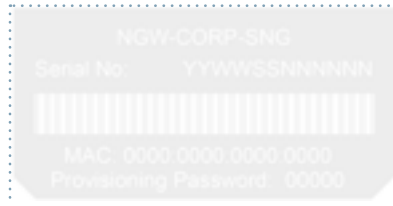
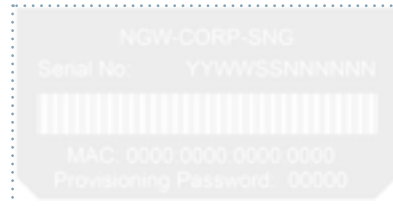
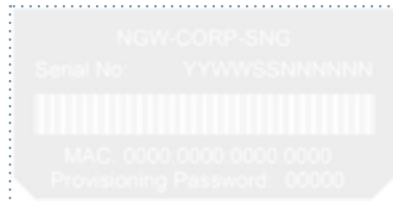
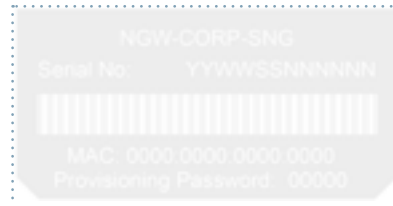
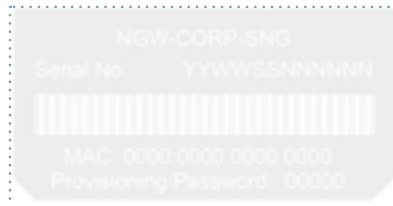
For each radio group, attach spare activation labels below to document how stations are organized. After completing the next step on the reverse side, tear out this page and give it to the person responsible for activating the station. If installing multiple radio groups, use one page for each radio group (this page is included in all CT4000 Installation Guides).

Customer Name	
Site Address	

Gateway	
---------	---

NOTE:
Gateways begin
with "GW-"
Non-gateways
begin with "NGW-"



Non-gateway		Non-gateway	
Non-gateway		Non-gateway	
Non-gateway		Non-gateway	
Non-gateway		Non-gateway	
Non-gateway		NOTE: A radio group consists of one gateway station and up to nine non-gateways.	

After completing both sides, cut or tear along dotted line and give it to the person responsible for activating the station.



Post-Installation Checklist

Before leaving the installation site, complete this checklist for each radio group. Then tear out this page and give it to the person responsible for activating the station. If installing multiple radio groups, use one page for each radio group (this page is included in all CT4000 Installation Guides).

- | | |
|-------------------------------------|---|
| ☒ | Check each box below to confirm that the task has been completed for all stations within the radio group. |
| ☐ | All mounting hardware is tightly secured and all stations are level and rock solid. |
| ☐ | The two security screws inside the holster plugs on all head assemblies are tightened and the rubber plugs are in place. |
| ☐ | Cable retractors: <ul style="list-style-type: none"> • Cable clamp halves are assembled and screwed together with no gaps. • All charging cables operate smoothly through full extension and retraction. |
| ☐ | Voltages at all power plates have been verified with a solenoid type voltmeter (such as a Wiggy): <ul style="list-style-type: none"> • Line-to-Line measures 208/240VAC. • Line-to-Earth measures 120VAC. |
| ☐ | If Power Share Jumpers are installed: <ul style="list-style-type: none"> • All jumpers are fully inserted. Look for 1/8" (3 mm) depth. • Power Share mode has been configured, using the on-screen Installation Wizard, for all power-shared stations and the station's display indicates that power sharing is in effect. • The supplied Electrical Rating label has been applied above the terminal block and on the top cap as described in Appendix B. |
| ☐ | If Power Select is applied: <ul style="list-style-type: none"> • Power Select has been configured using the on-screen Installation Wizard. • The supplied Electrical Rating label has been applied above the terminal block and on the top cap as described in Appendix B. |
| ☐ | All steps of the Installation Wizard have been completed and that the station is currently showing the animation screen (illustrated on page 5-1), which describes how to use the station. |
| ☐ | The radio group has been documented for activation by attaching the spare activation labels to the previous page. |

After completing both sides, cut or tear along dotted line and give it to the person responsible for activating the station.

Attachment: Final Plans and Specifications EV Charging Stations, CIP No. 505 (2296 : Award of Contract for Laguna Hills Civic Center EV



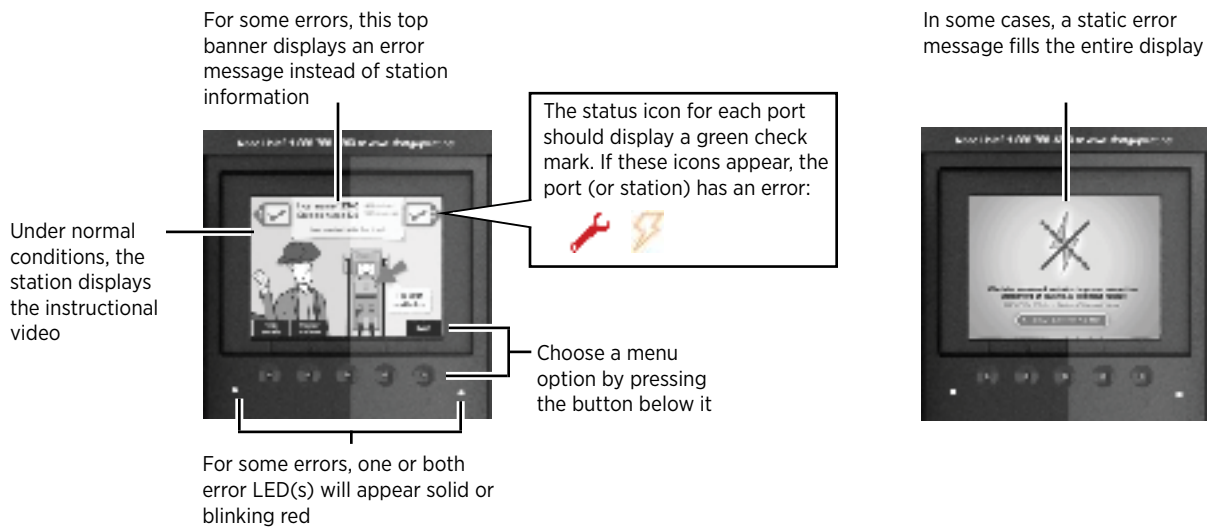
Troubleshooting

5

Check the Station's Display

When the station is powered on and the Installation Wizard has been completed, you should see:

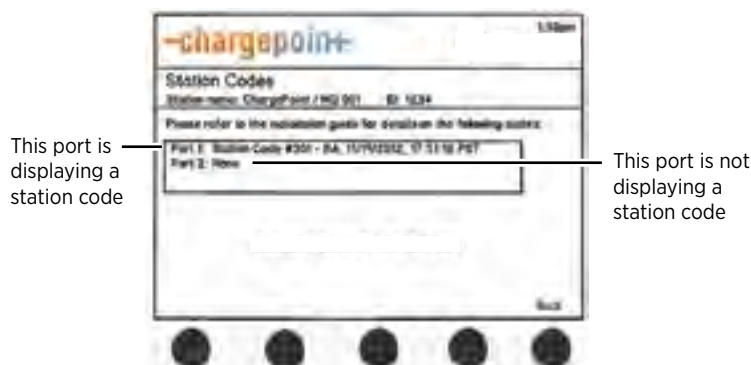
- The instructional video, and no error messages.
- The status icon for each port displaying a green check mark.
- both error LEDs are extinguished (for some errors, one or both error LEDs are solid or blinking red).



Display Station Codes

To check the station for errors anytime after initial power up, follow these steps to display station codes.

1. Display the station's Service Menu:
 - if the station is not activated on ChargePoint, simultaneously press and hold the two leftmost buttons and the rightmost button for two seconds
 - if the station is activated on ChargePoint, scan your ChargePoint Service card
2. Press the station button immediately below the "HELP" menu option.
3. Press the station button immediately below the "DOWN" menu option to highlight "Station Codes".
4. Press SELECT.



Simultaneously press and hold these three buttons for two seconds to display the Service Menu on an unactivated station

If you see a station code, you must resolve or report the error before leaving the installation site. Station codes are described on the following pages.

Description of Station Codes

Code	Symptom	Possible cause(s)	Recommended Action(s)
In most cases, a driver can resolve the following station codes that begin with the digit "1":			
101- Over Current Detection	 <i>n</i> = the number of the applicable port	During charging, the vehicle attempted to draw more power than allowed. The station stops delivering power to the vehicle.	Can indicate faulty wiring in the vehicle. End the session by inserting the station's plug back into its holster, then restart the session. If the error persists, call ChargePoint Customer Support at 1-877-850-4562.
102- Ventilation Requested	 <i>n</i> = the number of the applicable port	Vehicle requires ventilated charging which is not supported by the station. The station stops delivering power to the vehicle.	Driver will be unable to use the station to charge their type of vehicle. Call the vehicle manufacturer.
103- Soft Ground Fault	 <i>n</i> = the number of the applicable port	During charging, the station detected a ground fault. The station stops delivering power to the vehicle, but continues to retry every 30 seconds.	End the session by inserting the station's plug back into its holster, then restart the session. If the error persists, call ChargePoint Customer Support at 1-877-850-4562.
104- Immediate Ground Fault	 <i>n</i> = the number of the applicable port	On initial plug-in, the station detected a ground fault. The station stops delivering power to the vehicle.	End the charging session by inserting the station's plug back into its holster, then restart the session. If the error persists, call ChargePoint Customer Support at 1-877-850-4562.
In most cases, an electrician can resolve the following station codes that begin with the digit "2":			
201-SIM		SIM Not Detected - The SIM is either not installed or is incorrectly installed and the station can not communicate with the ChargePoint network.	Disconnect power and install (or re-install) the SIM card as described on page 5-4. If the error persists, call ChargePoint Customer Support at 1-877-850-4562.
202-EF		Earth Fault - The station has detected a poor ground connection and the station is not operational.	Disconnect power and check that the station is properly grounded as described on page 1-7. After ensuring the station is properly grounded, reconnect power. If the error persists, try unplugging the head assembly and plugging it back in. If the error continues to persist, call ChargePoint Customer Support at 1-877-850-4562.
203-SNP	The banner between the port icons displays "STATION NOT ACTIVATED ON CHARGEPOINT - GRACE SESSIONS REMAINING (N)." When all grace sessions have been used: 	Station not activated - The station can be used to charge for the specified number of remaining grace sessions. When all grace sessions have been used, the station is not operational.	Arrange for the station to be activated on ChargePoint by completing the steps in Chapter 4.
204-NGNP	Before activation: The banner between the port icons displays "NO GATEWAY WITHIN RANGE." After activation: All you will see is the code listed on Help > Station Codes.	Non-Gateway Not Paired - The station is set up to communicate with a gateway station that is either not within range, or is not powered on.	Verify that the gateway station is powered on and located within 150 feet line of sight (no obstructions). If the error persists after these requirements are met, call ChargePoint Customer Support at 1-877-850-4562.

Code	Symptom	Possible cause(s)	Recommended Action(s)
205-UNS	Before activation: The banner between the port icons displays "NETWORK SIGNAL NOT DETECTED." After activation: All you will see is the code listed on Help > Station Codes.	Unknown Network Signal - The gateway station is unable to establish a network connection on AT&T/Verizon (US) or Rogers (Canada).	Ensure the station is receiving an adequate signal strength from the cellular network. To do so, display the Service menu*, then: - Check the network signal for each type of modem by choosing: Basic mode > Display last measured RSSI. The strength of the signal should be A, B, or C. - If the network signal is Grade D, or if a better network signal is available on the other type of modem, change modems by choosing: Basic mode > Change modem technology (CDMA or GSM). If the signal strength is either weak (D) or not available for both CDMA and GSM, arrange for cellular repeaters to be installed near the installation site. If the error persists when the station shows a strong network signal, call ChargePoint Customer Support at 1-877-850-4562. *To display the station's Service Menu, scan your ChargePoint Service card (if the station is activated) or, if the station is not activated, press the three station buttons as described on page B-3.
206-FLC	Before activation:  After activation: You will see the code listed on Help > Station Codes and the port status icons will show:  <i>n</i> = the number of the applicable port or	Floating Line Connection - The voltage of an AC input line has fallen below 80 volts AC relative to ground. Even if the line to line voltage measures nominally 208 or 240 volts, the voltage of each line must be greater than 80 volts when measured to ground. The two most common causes of a Power Line Fault are: - A poor connection in the wiring supplying power and the ground connection to the station. There could be a poor connection between the buss bar and circuit breaker, the breaker to the branch circuit feeding the station, or at any splice along the branch circuit. - The station is connected to an incompatible improperly grounded power source. All power and ground connections must be clean and tight and carry the full rated current of the station. Do not connect the station to an ungrounded (floating neutral) system, a corner grounded Delta system, or the high (or "stinger" leg) of a center grounded Delta system.	Correct any faulty connections. Verify that the station is connected to a system with its neutral properly grounded according to NEC Article 250. Verify the station is connected to one of the system types described in Chapter 1. If the error persists, call ChargePoint Customer Support at 1-877-850-4562.

Code	Symptom	Possible cause(s)	Recommended Action(s)
ChargePoint Support may need to resolve the following station codes that begin with the digit "3":			
301-BA	 	Breakaway Fault - The cable has been removed from the station or is damaged. The station is not operational.	Call ChargePoint Customer Support at 1-877-850-4562 to arrange to have the station replaced.
302-GST	 n = the number of the applicable port or  	GFCI Self Test Failed - The station detected a ground fault during power up and is not operational.	End the session by inserting the station's plug back into its holster, then restart the session. If the error persists, call ChargePoint Customer Support at 1-877-850-4562.
303-RSC	 n = the number of the applicable port or  	Relay Stuck Closed - When attempting to end a charging session, the relay stays closed. Although the driver can return the station's plug to its holster, the station doesn't end the session. Therefore, a new session can not be started.	Call ChargePoint Customer Support at 1-877-850-4562 to arrange to have the station replaced or repaired.
305-LCO	 	Pilot Unreachable - The station is out of service.	Disconnect and reconnect power. If the error persists, call ChargePoint Customer Support at 1-877-850-4562 to arrange to have the station replaced or repaired.
306-BF	 	Boot Fault - The station is out of service.	Disconnect and reconnect power. If the error persists, call ChargePoint Customer Support at 1-877-850-4562 to arrange to have the station replaced or repaired.
307-HE	 	Hardware Error - The station is out of service.	Disconnect and reconnect power. If the error persists, call ChargePoint Customer Support at 1-877-850-4562 to arrange to have the station replaced or repaired.

Charging Cable Doesn't Move Freely

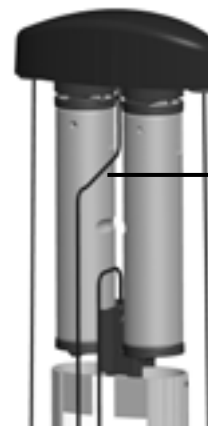
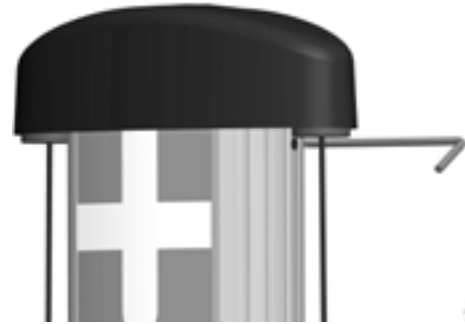
If the charging cable does not extend or retract fully and smoothly, it is likely that its rope has come off the pulley and you must re-position it.

You will need:

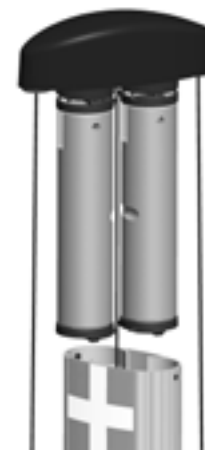
T25 L-wrench

Follow these steps:

1. Using the T25 L-wrench, loosen the set screws on each side of the retractor below the top cap.
2. Each rope is attached to a weight that sits on a shelf. Pull the weight shelf up by pulling the rope located in the middle of the top cap.
3. Rotate the top cap so the weight controlling the rope that doesn't move freely is facing towards you.

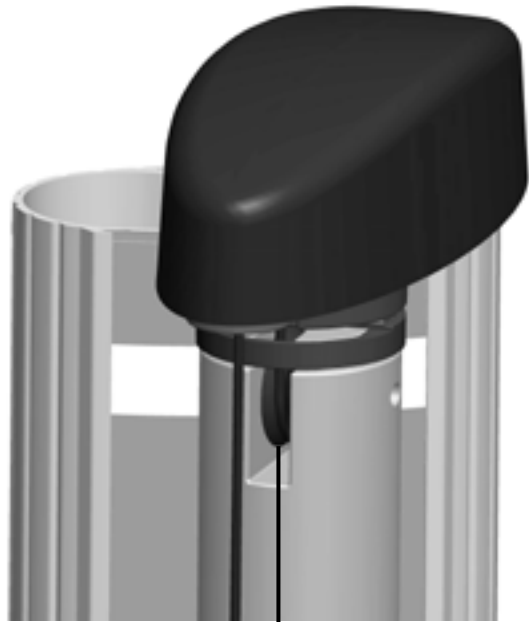


Pull the center rope to raise the weight shelf



Rotate the top cap so the faulty side faces towards you

4. Inspect the rope to ensure it is properly aligned onto the pulley.
5. Carefully lower the weight back into the retractor.
6. Rotate the top cap back into position and re-tighten the set screws to about 10 in-lbs.



Ensure the rope is properly aligned onto the pulley

Preparing the Installation Site for a Bollard Mount

A

Before You Start

The ChargePoint® Charging Station's bollard mount can be installed either:

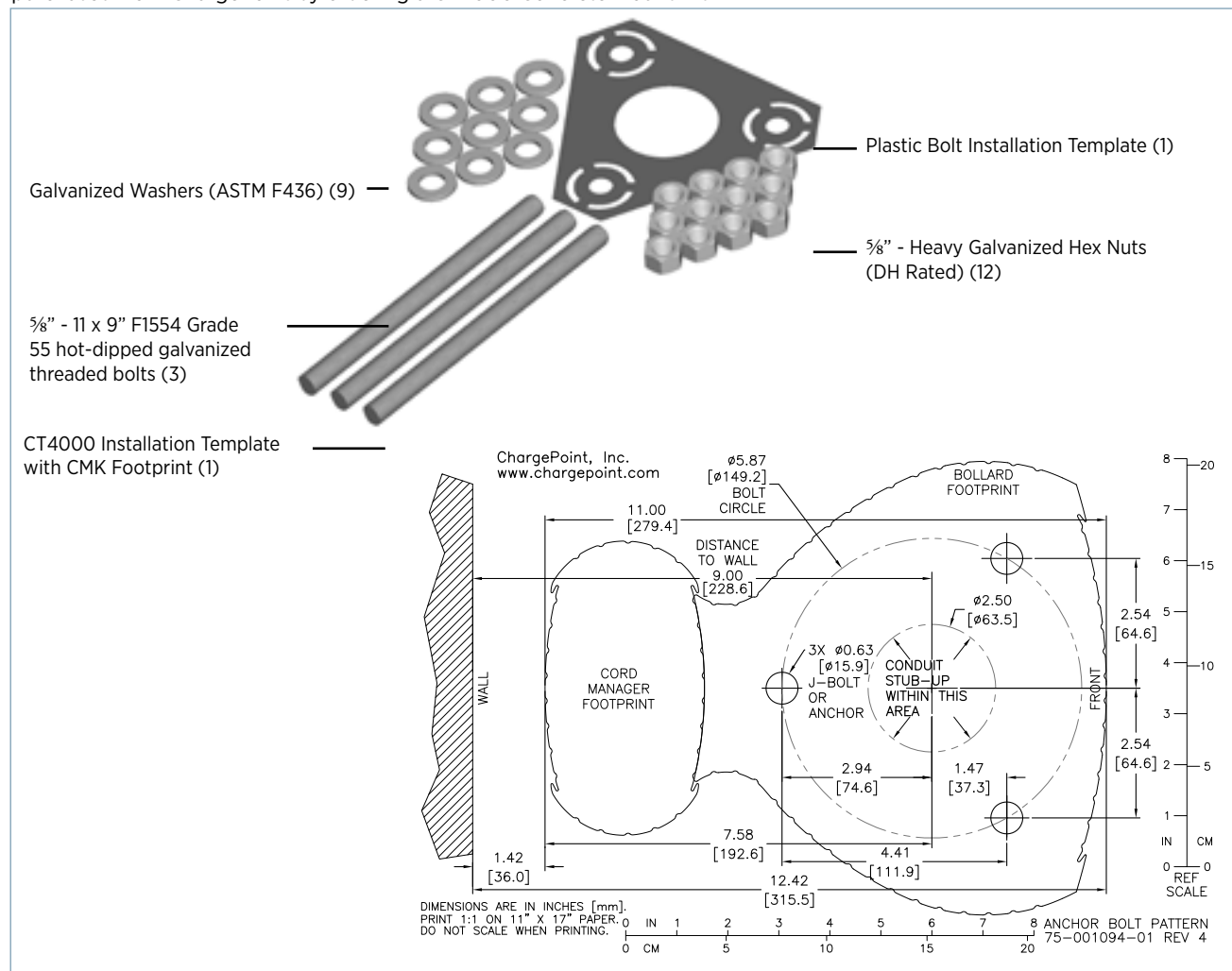
- into the ground
- onto an existing concrete surface (on an intermediate floor only)

The kit components you need to use, the tools required, and the installation steps vary depending on the type of installation. This appendix provides basic guidelines for both types of installations.

! IMPORTANT: Always check local codes to ensure compliance. You may need to adjust the guidelines provided in this appendix to comply with codes that apply at your installation location.

Installation Overview

To install the CT4000 bollard mount into the ground, you will need the components shown below. These components can be purchased from ChargePoint by ordering a CT4000 Concrete Mount Kit.



***NOTE:** When installing onto an existing concrete surface, you will need only 6 Galvanised Hex Nuts and 6 Galvanised Washers. But you will need several consumables as described on page A-3.

Casting into New Concrete

Before casting into new concrete, review the site for suitability to install a CT4000. The CT4000's Clean Cord Technology requires space behind the power stub-up for the Cord Management Kit (CMK). To ensure adequate space, refer to the illustrations below and to the CT4000 Installation Template (75-001094-01) included in this installation kit.



IMPORTANT:

- Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.
- The concrete block must measure at least 24" on all sides.
- The bolt threads must extend 3" above the concrete.
- The conduit must be at least 1 1/2" in diameter and extend 12" to 24" above the concrete.
- Refer to the CT4000 Installation Guide for detailed installation instructions.

Kit Components Needed

You will need the entire contents of the CT4000 Concrete Mount Kit.

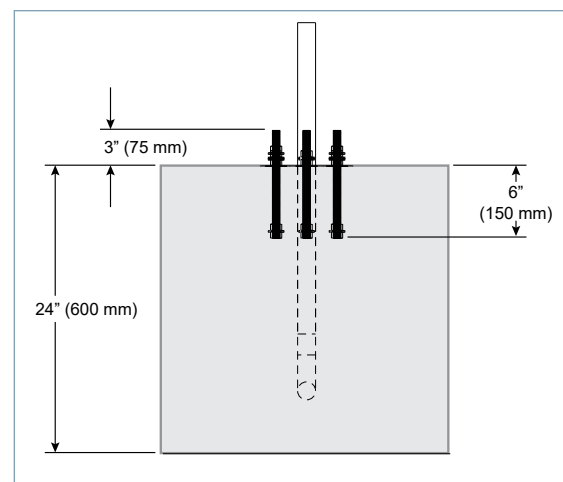
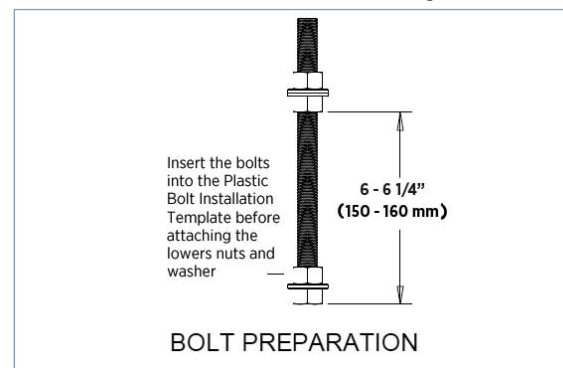
Follow These Steps

1. Install two nuts, with two washers captured between them, onto each of the three bolts, as illustrated. Lock them together so the lower end of the upper nut is located 6 - 6 1/4" from the bottom of the bolt. This sets the length of the exposed threads.
2. Insert the three bolts through the Plastic Bolt Installation Template. This ensures the relative position of the bolts and that the flange of the pole fits over the bolts.
3. On the bottom of each bolt, install a nut, a washer, and a nut. Lock the two nuts together so that the lower nut aligns to the bottom of the bolt.
4. Immediately after pouring the concrete, push the bolts into the concrete 6" deep, as illustrated. Ensure correct alignment and that the top 3" of the bolts remain exposed. Rotate the bolts as you insert them to draw concrete into the threads.

NOTE:

- It is important to rotate the bolts as you insert them. This allows the concrete to fully coat the threads of the bolts, reducing the amount of trapped air.
 - The Plastic Bolt Installation Template template can be left in place.
5. When the concrete is fully set, remove the upper nuts and one washer to install the bollard's mounting post.

You are now ready to install the CT4000's bollard mount. Refer to the CT4000 Installation Guide.



Installing on Existing Concrete

If installing on existing concrete, perform the following tasks:

- Review the site for suitability to install a CT4000. The CT4000's Clean Cord Technology requires space behind the power stub-up for the Cord Management Kit (CMK). To ensure adequate space, reference the CT4000 Installation Template (75-001094-01) included in this installation kit.
- Review the dimensions of the existing concrete slab. To safely mount a CT4000 charging station, the concrete must be at least 6" thick. At this thickness, all of the CT4000's mounting bolts must be positioned at least 15" from the front edge, at least 12" from the side edges, and at least 6" from the rear edge of the concrete slab.
- If an existing charging station is already in place at the installation site, turn off all power to the station and disassemble according to the original manufacturer's instructions. Cut away any existing bolts or non-power conduit stub-up to ground level. You may need to plug cut-away conduits at the slab end, and disconnect wiring at the other end.



IMPORTANT: Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.

Kit Components Needed

The CT4000 Concrete Mount Kit contains 12 Heavy Galvanized Hex Nuts and 9 Galvanized Washers. You will need only 6 of each.

Tools Required

Electric drill or Hammer drill (½" chuck may be required depending on drill bits used) (1)

Consumables Required

These consumables can be ordered online directly from McMaster (McMaster Product #s are included in the table below). Delete any items you already have, and change quantities to accommodate the number of stations you are installing.

NOTE: The consumption rate of these products will vary depending on conditions at the installation site.

Quantity	McMaster Product #	Description	Purpose
1*	7505A55	Epoxy Adhesive for Concrete, 9.3 Ounce Cartridge (includes two mixing nozzles)	Filling drilled holes.
1*	7505A56	Mixing Nozzles for 9.3 Ounce Epoxy Adhesive for Concrete	Filling drilled holes. NOTE: You may need extra mixing nozzles to accommodate delays of over three minutes when applying epoxy.
1	7622T23	Ratchet Rod Caulk Gun with Half-Barrel Frame for 10-13 Ounce Cartridge, 6:1 Thrust	Filling drilled holes. NOTE: Any standard caulk gun will work.
1	7437K35	Electrical Cleaning and Maintenance Aerosol, Any Angle Spray Duster, 8 Ounce Net Weight	Cleaning drilled holes.
1	2960A22	Slow Spiral Round-Shank Masonry Drill Bit, ¾" diameter, ½" Shank, 10" Drill Depth, 12" Length Overall	Drilling ¾" holes in concrete. NOTE: The holes must be at least 6" deep.
1	28655A25	Drill Bit for Concrete Embedded Rebar, Round, ¾" bit size, ½" Shank diameter, 12" Length Overall	Drilling ¾" hole through rebar.
1	7221T13	Nylon Loop-Handle Brush, ¾" Brush Diameter, 3" Length Brush, 8 ½" Length Overall	Cleaning drilled holes.
1	9753K47	Push-on Round Cap, fits ⅝" - 1 1/16" OD, ½" Inside Height, Packs of 100	Keeping the epoxy inside the drilled holes in situations where the slab is only 6" deep.

* Quantity based on installation of one charging station.

Follow These Steps

1. Install two nuts with two washers captured between them. Lock them together so the lower end of the nut is located 6" from the bottom of the bolt. This sets the length of the exposed threads.
2. Use the Plastic Concrete Bolt Installation Template to mark the hole locations.
3. Remove the template and drill three $\frac{3}{4}$ " diameter holes 6" deep into the concrete. When locating the template, consider the charging station's total footprint. For reference, a template for the CT4000 charging station with CMK is included in this kit.

NOTE:

- It is important that the bolts are parallel after installation. Therefore, ensure the drill holes are plumb by using a bubble level to check the angle of the drill after drilling 1 to 1 $\frac{1}{2}$ " .
 - If installing over existing buried conduit, position the center of the template around the conduit stub-up.
 - You may need two drill bits - one for the concrete (with the pilot) and another for the rebar (without the pilot). Always start the hole using the standard drill bit, then switch to the rebar drill bit only if drilling through rebar.
4. Remove all dust from inside the drilled holes using compressed air, or a vacuum and/or a brush.
 5. If the concrete slab is only 6" deep, insert a plug (McMaster Product #9753K56) in each hole to keep the epoxy in place until it hardens. Place the plug over the long end of a bolt and then use the bolt to push the plug to the bottom of the hole.
 6. Fill each hole with epoxy to about 2 $\frac{1}{2}$ " to 3" below the top. Continue immediately to the next step because the epoxy sets within about eight minutes.

NOTE: Inserting the threaded bolts displaces the epoxy, causing it to fill the holes to grade level. If the epoxy is below grade level, you can add more after the next step.

7. Place the Plastic Concrete Bolt Installation Template over the holes. This ensures the relative position of the bolts and that the flange of the pole fits over the bolts.
8. Insert the bolts through the template, into the holes. Rotate the bolts as you insert them to draw epoxy into the threads.

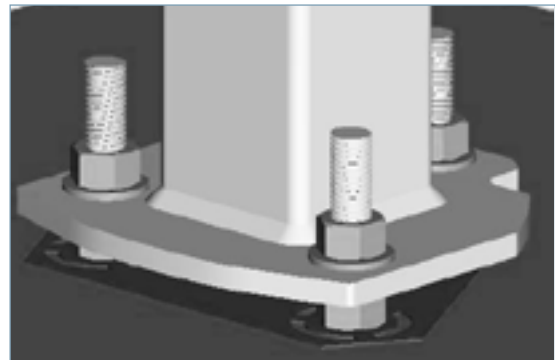
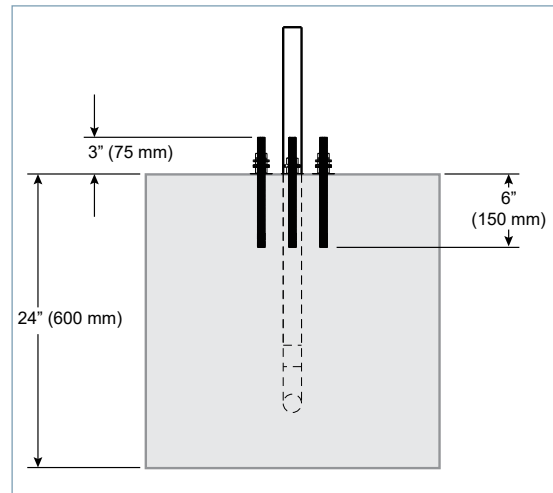
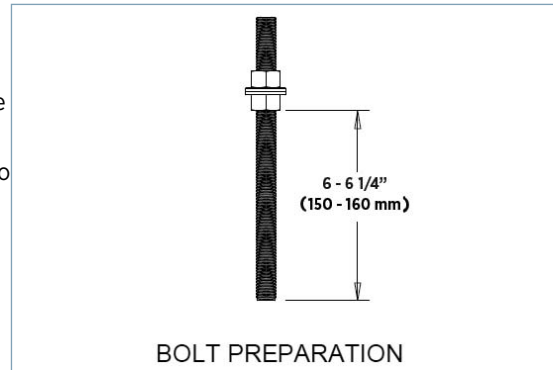
IMPORTANT: The epoxy is very thick. Therefore, it is important to rotate the bolts as you insert them. This allows the epoxy to fully coat the threads of the bolts, reducing the amount of trapped air.

NOTE: The installation template can be left in place.

9. If needed, top up the holes with epoxy to grade level.
10. Allow the epoxy to cure for at least 15 minutes* before removing the top nuts and washers.
11. Allow the epoxy to cure for 45 minutes* before applying torque to the nuts.

**Epoxy cure times assume you are using epoxy ordered from McMaster (Product # 7505A55). If using a different type of epoxy, you may need to adjust these times. Refer to the cure times provided with the epoxy.*

You are now ready to install the CT4000's bollard mount (see Chapter 2).



CT4000 Power Management Instructions

B

As shipped, a CT4000 charging station provides up to 30A of output power to each charging port. The Power Management Kit (ordered separately) provides two features that you can use to adjust the station's output power:

- Power Share allows both ports on a dual-port station to share a single circuit. In a default configuration, a dual-port CT4000 requires two 40A circuits. With Power Share, both ports can share one circuit.
- Power Select allows the station to operate at a lower current. When the total current capacity is less than the standard 30A per circuit, you can use Power Select to configure the station to operate at a lower current.

Before you start

Before using the Power Management Kit:

- Refer to the site design to determine the charging station's power requirements.
- Install the charging station's main body as described in Chapter 2 (Bollard Mount) or 3 (Wall Mount). If you are configuring Power Share, do not connect the wiring—you will first need to install the jumpers as described on page B-2.



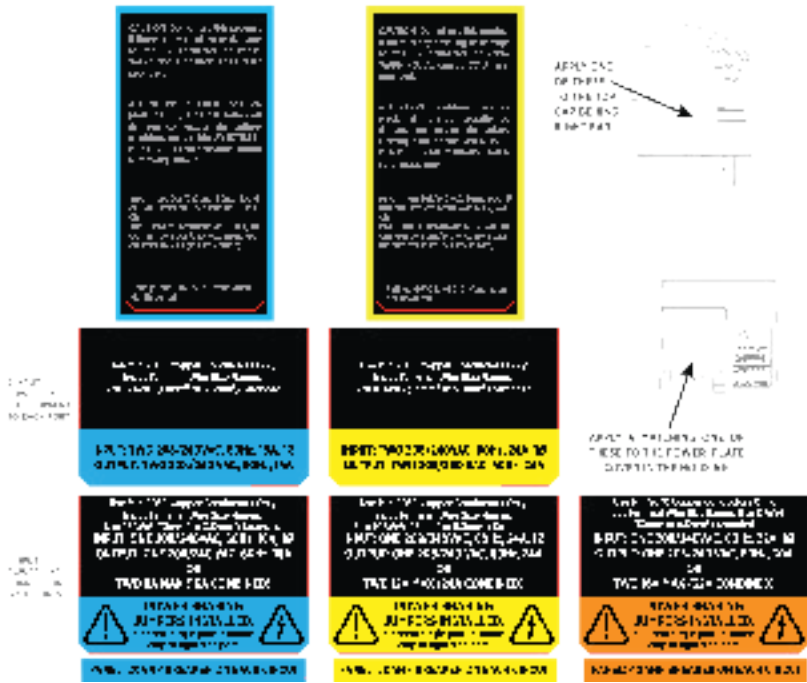
IMPORTANT: To configure Power Select, the station must be running software version 4.1.3 or later. To verify software version, power up the station and display the station's Service Menu as described on page B-3. Press the station button immediately below the "HELP" menu option, then press the station button immediately below the "DOWN" menu option to highlight "About", then press "SELECT". If a previous version of software is installed, call ChargePoint Customer Support at 1-877-850-4562 so they can upgrade the station's software.

Kit Contents

Jumpers (2)
(Required for Power Share)



Electrical Rating labels
(Whenever you change the station's default power configuration, you must apply a new label to the terminal block cover)



Power Share - Overview of Steps

1. Install jumpers and connect the wiring
2. Apply the Electrical Rating label
3. Complete the station installation (for new installations)
4. Enable Power Share

Power Share - Step by Step Instructions

Step 1: Install jumpers and connect wiring

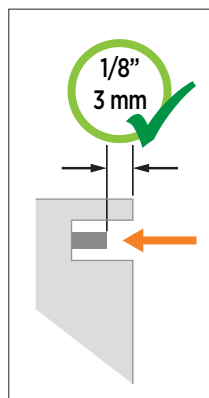
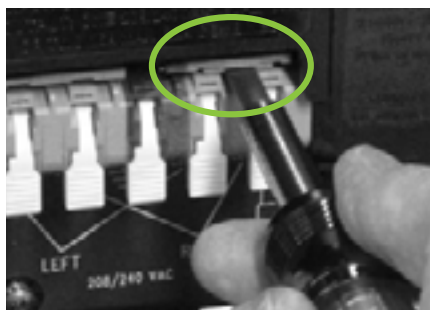
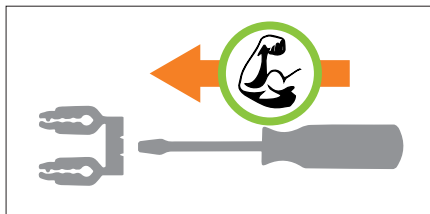


WARNING: Disconnect power before you begin.

Push the black tab on the terminal block to release the terminal block cover, then slide the cover up until it locks into the raised position:

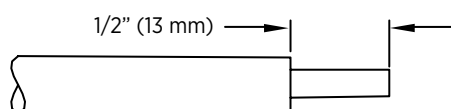


Insert the jumpers into the slots located near the upper edge of the terminal block. Using a large flat blade screwdriver, push firmly on each jumper until you feel it lock into place.



IMPORTANT: Ensure both jumpers are fully seated. The jumpers should recede 1/8" (3 mm) below the outer surface of the terminal block, as shown. If they are flush, they are not fully inserted.

Strip wires 1/2" (13 mm).



Lift the white lever on the terminal block that corresponds with the ground connection (center), insert the ground wire, then push the lever down until it clicks into its fully closed position.

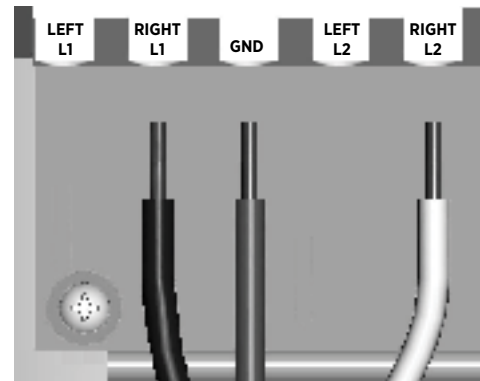
Lift the white levers on the terminal block that corresponds with the RIGHT port's L and N connections. Insert the L and N wires fully into the terminal block, then push the levers down until they click into their fully closed positions.

NOTE: The connections for the left port are not used. Power for the left port is carried through the jumpers.



WARNINGS:

- Use copper conductors only.
- Do NOT provide GFCI protection at the panel—the CT4000 has built-in GFCI protection.
- Use breakers rated at 40A (or lower, if you are configuring the station to operate at a lower current capacity as described on the following page).
- In areas with frequent thunder storms, add surge protection at the service panel for all circuits.
- **Use new circuit breakers only. Used breakers can damage equipment and cause a fire risk.**
- **Ensure all power and ground connections, especially those at the breaker, are clean and tight. Remove all oxide from all conductors and terminals before connecting wiring.**



Step 2: Apply the Electrical Rating labels

Described on page B-5.

Step 3: Complete the station installation

Install the head assembly and top cap as described in the CT4000 Installation Guide.

Step 4: Enable Power Share

Power up the station. If the Installation Wizard displays, follow the onscreen instructions to enable Power Sharing. If the Installation Wizard does not display, configure Power Sharing using the Service Menu as described below.

Display the station's Service Menu:

- if the station is not activated on ChargePoint, simultaneously press and hold the two leftmost buttons and the rightmost button for two seconds.
- if the station is activated on ChargePoint, scan your ChargePoint Service card.

Select **Basic mode**.

Scroll down to select **Power Sharing Configuration**.

Select **Enable**.

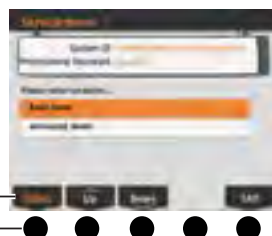
Select **Exit** to leave the Service Menu.

Confirm that the station's display indicates that power sharing has been configured.



If the Installation Wizard does not display upon power up, simultaneously press and hold these three buttons for two seconds to display the Service Menu on an unactivated station

Press the button immediately below the menu item to choose the associated function



The station indicates that power sharing is configured



Power Select - Overview of Steps

1. Configure Power Select
2. Apply the Electrical Rating label

Power Select - Step by Step Instructions

Step 1: Configure Power Select

Power up the station. If the station displays the Installation Wizard, follow the onscreen instructions to enable Power Select. If the station does not display the Installation Wizard, configure Power Select using the Service Menu as described below.

Display the station's Service Menu:

- if the station is not activated on ChargePoint, simultaneously press and hold the two leftmost buttons and the rightmost button for two seconds.
- if the station is activated on ChargePoint, scan your ChargePoint Service card.

Scroll down to select **Circuit Breaker Configuration**.

Choose the breaker size that matches what is installed for the station.

Select **Exit** to leave the Service Menu.

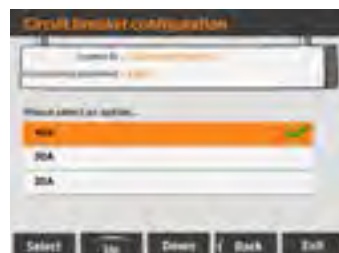
NOTE: If you make an error when using the Installation Wizard, your ChargePoint Network Manager can change the station's settings by logging into ChargePoint, selecting the station from the Manage Stations page, selecting the Configuration tab, and then clicking Edit to modify the station's Power Sharing and Power Select settings.

If the station must be reconfigured using the Installation Wizard, contact ChargePoint Customer Support at 1-877-850-4562 to have the station reset to its factory default configuration.



If the Installation Wizard does not display upon power up, simultaneously press and hold these three buttons for two seconds to display the Service Menu on an unactivated station

Press the button immediately below the menu item to choose the associated function



Step 2: Apply the Electrical Rating label

See next page.

Apply the Electrical Rating Label

Step 1: Choose the appropriate label

For 16A Circuits For 24A Circuits For Shared 30A Circuits

If both ports are sharing a single circuit (and you have therefore installed the jumpers), you must use the power sharing label from the bottom row

Step 2: Apply a label to the terminal block cover

Apply a label to the left side of the terminal block cover, just above the terminal block.

NOTE: Leave the terminal block cover in the raised position to facilitate connection of the head assembly.

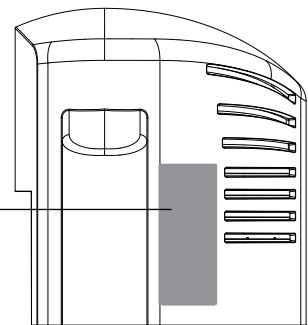
Electrical Rating Label on Terminal Block Cover



Step 3: Apply a label to the top cap

Apply the corresponding label to the right side of the Top Cap, behind the cable exit.

Electrical Rating Label on Top Cap



Installing and Replacing Signs

C

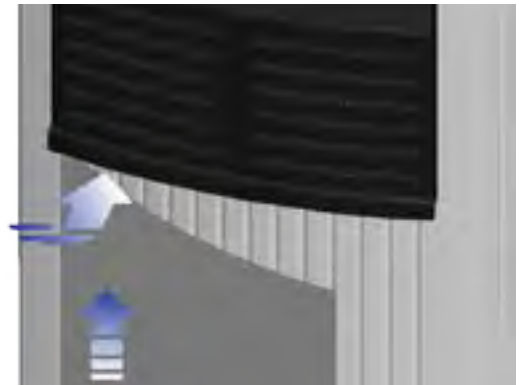
Follow these steps in this section to install signs onto the charging station. To ensure a proper fit, signs must follow the specification provided by ChargePoint. An example of the sign specification (not to scale) is provided below. Detailed sign specifications are available at www.chargepoint.com/support-guides/. To ensure a proper fit, a replacement sign must be a maximum of 1 mm thick, 102 mm wide and 514 mm high.

Installing a Front Sign on a Bollard



It is easier to install the sign before installing the head assembly, but it can be installed with the head assembly already in place. Follow these steps to install the sign with the head assembly in place. If the head assembly is not installed, the installation steps are the same, with the exception of inserting the top edge of the sign under the bottom lip of the head assembly.

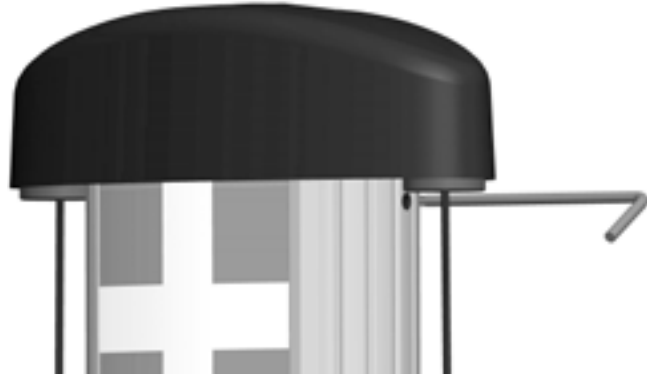
- Remove the tape from the adhesive strip on the back of the sign.
- With the adhesive strip facing toward the bollard, insert the top left corner of the sign under the groove on the top left corner of the bollard, sliding the sign upwards as far as possible to position the top of the sign under the bottom lip of the head assembly.
- Starting with the top left corner and working from top to bottom, use a thumb or finger to slide the left side of the sign under the bollard's leftmost groove.
- When the left side of the sign is fully inserted, bow the top of the sign outward slightly to insert the top right corner of the sign under the groove on the top right corner of the bollard, ensuring the top of sign remains positioned under the bottom lip of the head assembly.
- Starting with the top right corner and working from top to bottom, use your thumb or finger to slide the right side of the sign under the bollard's rightmost groove.
- When the sign is fully inserted into the bollard's left and right grooves, and under the bottom lip of the head assembly, run your hand down the center of the sign while applying enough pressure to make sure the sign's adhesive strip contacts the bollard.



Installing a Top Sign on the Retractor

To remove a sign after the station has been installed:

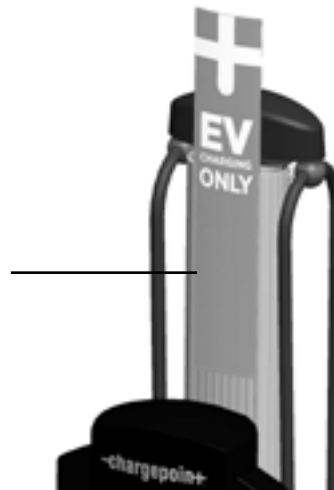
1. Use the L-wrench to loosen the set screw on each side of the top cap, as shown.
2. Pull the top assembly up and move it towards the back of the retractor.
3. Slide the existing sign out of the grooves.



To install the new sign:

1. Slide the replacement sign into the grooves by bending it slightly.
2. Slide the sign all the way down, ensuring its bottom edge is located behind the plastic cap on the retractor's extrusion, as shown.
3. Re-install the top assembly. Remember to tighten the set screws.

Bend the sign slightly to insert it into the grooves



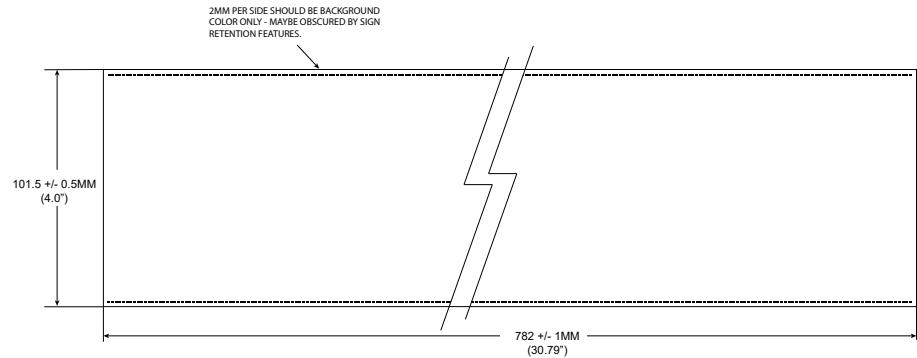
Slide the bottom edge of the sign until it is positioned behind the plastic cap



Installing a Bottom Sign on the Wall Mount Retractor

To ensure a proper fit, the bottom sign must have these minimum characteristics:

- Material - Vinyl with a maximum thickness of .03"
- Dimensions - Exactly 4.00" (102 mm) wide and up to 30.75" (782 mm) high



A detailed sign specification is available at www.chargepoint.com.au/support/technical-documents/. Example (not to scale):

The method used to install a bottom sign is the same with or without the main body installed:

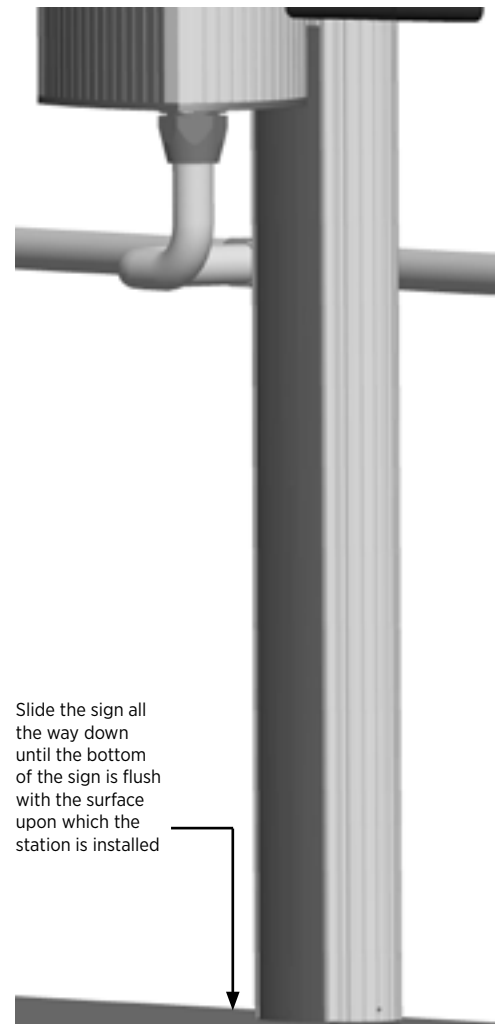
1. Insert one of the long edges into the retractor's grooves along the side portion of the retractor.
2. Bend the sign slightly to insert the other long edge.
3. Slide the sign all the way down until the bottom edge is against the bottom surface on which the station is installed.

Installing a Rear Sign on a Retractor

Installing a sign on the rear side of a retractor is the same as the instructions provided above for installing a bottom sign on a wall mount retractor.

Custom and Optional Signs

Detailed sign specifications for custom and optional signs are available at www.chargepoint.com/support-guides.php



Installing Cable Clamps

D

! IMPORTANT: Do not unwrap the ropes until they are securely attached to the charging cable.

There are two types of cable clamps available for the CT4000. The correct clamps are included in the shipping box with the cable management kit (see page 2-2 or 3-2). The type of clamp that is used depends on whether the end of the nylon rope in the cable management kit is equipped with a circular disc or a round bead:

If equipped with a circular disc, the cable clamps are spherical type



If equipped with a round bead, cable clamps are bracket type



NOTE: In some cases, you may need to remove an existing pre-installed portion of a cable clamp from the charging cables before you can install the type of clamp that is supplied in the cable management kit. When doing so, you must install the new clamp at the exact same location as the removed clamp.

! IMPORTANT: After installing the cable clamps, unwrap the rope and check that the charging cable extends and retracts fully and smoothly. If it doesn't, see page 6-4.

To install spherical clamps:

- Uncoil charging cable by gently extending it all the way out and away from the station. Rotate the plug as needed to remove any twist or kinks.
- Position the charging cable near the base of the station and locate the tape on the cable that marks the location where you must install the clamp.
- Insert a rubber shim into the bottom portion of each clamp. Ensure the top portion of the cable clamp is oriented correctly on the top side of the charge cable. Tighten screws to 20 in-lbs (2.3 Nm).

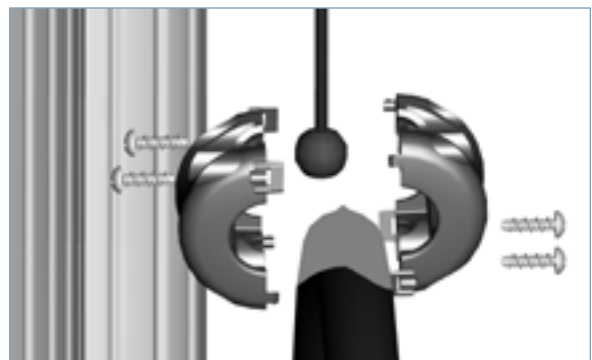


- Align the knot bearing on each rope to its corresponding mating feature on the cable clamp. Turn the knot bearing clockwise approximately 1/4 turn. You may need to push down while turning the knot bearing.



To install bracket clamps:

- Uncoil charging cable by gently extending it all the way out and away from the station. Rotate the plug as needed to remove any twist or kinks.
- Position the charging cable near the base of the station and locate the tape on the cable that marks the location where you must install the clamp.
- Locate the bead at the end of the retractor rope.
- Hold the charging cable with the marked tape positioned under the retractor top. Ensure the charging cable does not touch the ground when fully retracted.
- Insert the bead inside the clamp, then snap the opposite side of the clamp into place.
- Secure the two sides of the clamp together by inserting the rubber shim and the four screws, then tightening the screws securely using a Phillips screwdriver.



Limited Product Warranty



This Limited Product Warranty applies to you, a customer who has purchased CHARGEPOINT's Charging Stations and/or related products ("Products") from CHARGEPOINT, INC., or one of its authorized distributors and not for resale.

LIMITED ONE-YEAR WARRANTY: Subject to the exclusions from warranty coverage set forth below, CHARGEPOINT warrants that the Product will be free from any defects in materials and/or workmanship (the "Limited Warranty") for a period of one (1) year after the date of the initial installation of the Product (the "One-Year Warranty Period"). If the Product becomes defective in breach of the Limited Warranty, CHARGEPOINT will, upon written notice of the defect received during the One-Year Warranty period, either repair or replace, at ChargePoint's election, the Product if it proves to be defective; provided, that CHARGEPOINT will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product.

TWO-, THREE-, FOUR- OR FIVE-YEAR EXTENDED WARRANTY (Additional Charge Applies): Subject to the exclusions from warranty coverage set forth below, if you have purchased an extended warranty, and if the Product becomes defective in breach of the Limited Warranty above at any time during the extended warranty period after the date of the initial installation of the Product, CHARGEPOINT will, upon written notice of the defect received during the extended warranty period, either repair, provide replacement parts for the defective parts of the Product or replace the Product, at ChargePoint's election, if it proves to be defective; provided, that CHARGEPOINT will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product.

CHARGEPOINT's Options: You acknowledge that replacement products provided by CHARGEPOINT under each of the Limited Warranty and the Extended Warranty may be re-manufactured or reconditioned Products or, if the exact Product is no longer manufactured by CHARGEPOINT, a Product with substantially similar functionality ("Replacement Products"). Any Replacement Products so furnished will be warranted for the remainder of the original Warranty Period or ninety (90) days from the date of delivery of such Replacement Product, whichever is greater. Should CHARGEPOINT be unable to repair or replace the Product, CHARGEPOINT will refund the purchase price of the Product.

EXCLUSIONS FROM LIMITED WARRANTY AND EXTENDED WARRANTY

IMPORTANT: The Limited Warranty and, if purchased, the Extended Warranty on your Product shall not apply to defects, or service repairs, resulting from any of the following:

- Alteration or modification of the Product in any way not approved in writing by CHARGEPOINT.
- Vandalism.
- Abuse, damage or otherwise being subjected to problems caused by negligence (including but not limited to physical damage from being struck by a vehicle) or misapplication, or use of the Products other than as specified in the applicable CHARGEPOINT documentation.
- Installation or relocation of the Products unless performed by CHARGEPOINT or by a ChargePoint authorized installer or service provider.
- Improper site preparation or maintenance.
- Damage as a result of accidents, extreme power surge, extreme electromagnetic field, acts of nature or other causes beyond the control of CHARGEPOINT.
- Use of the Product with software, interfacing, parts or supplies not supplied by CHARGEPOINT.

You are responsible for the proper installation and maintenance of the Product. Any service or repairs beyond the scope of the Limited Warranty or the Extended Warranty above are subject to CHARGEPOINT's then prevailing current labor rates and other applicable charges.

Third Party Products. The Limited Warranty and Extended Warranty are exclusive of products manufactured by third parties ("Third Party Products"). If such third party manufacturer provides a separate warranty with respect to the Third Party Product, CHARGEPOINT will include such warranty in the packaging of the CHARGEPOINT Product.

OBTAINING WARRANTY SERVICE

To obtain warranty service you must: (a) obtain a return materials authorization number ("RMA#") from CHARGEPOINT by contacting 1-877-370-3802 (or for customers outside the U.S., contact 408-370-3802) and ask for Customer Service, and (b) deliver the Product, in accordance with the instructions provided by CHARGEPOINT, along with proof of purchase in the form of a copy of the bill of sale including the Product's serial number, contact information, RMA# and detailed description of the

defect, in either its original package or packaging providing the Product with a degree of protection equivalent to that of the original packaging, to CHARGEPOINT at the address below. You agree to obtain adequate insurance to cover loss or damage to the Product during shipment.

If you obtain an RMA# and return the defective Product as described above, CHARGEPOINT will pay the cost of returning the Product to CHARGEPOINT. Otherwise, you agree to bear such cost, and prior to receipt by CHARGEPOINT, you assume risk of any loss or damage to the Product. CHARGEPOINT is responsible for the cost of return shipment to you if the CHARGEPOINT Product is found to be defective.

Returned products which are found by CHARGEPOINT to be not defective, returned out-of-warranty or otherwise ineligible for warranty service will be repaired or replaced at CHARGEPOINT's standard charges and shipped back to you at your expense.

At CHARGEPOINT's sole option, CHARGEPOINT may perform repair service on the Product at your facility, and you agree to provide CHARGEPOINT with all reasonable access to such facility and the Product, as required. On-site repair service is not available outside the United States.

All replaced parts, whether under warranty or not, are the property of CHARGEPOINT.

WARRANTY LIMITATIONS

THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY CHARGEPOINT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO OTHER WARRANTIES RESPECTING THE PRODUCT AND DOCUMENTATION AND SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF CHARGEPOINT OR DISTRIBUTOR HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT.

Some states or jurisdictions do not allow the exclusion of express or implied warranties so the above exclusions may not apply to you. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER THE TOTAL WARRANTY PERIOD. Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NO AGENT OF CHARGEPOINT IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF CHARGEPOINT.

CHARGEPOINT SPECIFICALLY DOES NOT WARRANT THAT ANY SOFTWARE WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

LIMITATIONS OF LIABILITY

You acknowledge and agree that the consideration which you paid to CHARGEPOINT or one of its authorized distributors does not include any consideration by CHARGEPOINT or one of its authorized distributors of the risk of consequential, indirect or incidental damages which may arise in connection with your use of, or inability to use, the Product. **THUS, CHARGEPOINT OR ONE OF ITS AUTHORIZED DISTRIBUTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THIS PRODUCT OR THE SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF C CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT OR ONE OF ITS AUTHORIZED DISTRIBUTORS FOR ALL CLAIMS WHATSOEVER RELATED TO THIS PRODUCT OR THE SERVICE WILL NOT EXCEED THE PRICE YOU PAID FOR THIS PRODUCT.**

THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

THIS LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

ADDITIONAL INFORMATION

This Limited Product Warranty is valid for U.S.A. and Canada only.

This Limited Product Warranty shall be governed by and construed in accordance with the laws of the State of California, U.S.A., exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

This Limited Product Warranty is the entire and exclusive agreement between you and CHARGEPOINT with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of CHARGEPOINT.

The Limited Product Warranty is not transferable by you to anyone else.

All inquiries or claims made under this Limited Product Warranty must be sent to CHARGEPOINT's address as follows:

ChargePoint, Inc.
1692 Dell Avenue
Campbell, California 95008-6901
Tel: 408-370-3802
Fax: 408-370-3847
Email: service@chargepoint.com



1692 Dell Ave.
Campbell, CA 95008-6901 USA
US toll free: +1-877-370-3802
www.chargepoint.com

Appendix D – ChargePoint CT4000 Installation Guide

CT4000 Make-Ready Requirements Specification

Introduction

This document provides best practices and guidelines for preparing a site to install EV charging stations (Make-Ready). “Make-ready” means that all necessary electrical infrastructure to operate the charging stations, all conduit and wire is pulled to the station location(s), all concrete work is completed properly so the stations can be mounted and any cellular repeaters are installed if required.

ChargePoint recommends that you plan for 5%-10% of parking spaces and 10%-15% for high EV adoption areas like California for future planning. Consideration of electrical infrastructure that supports current and future needs for EV charging will help avoid costly upgrades later as demands for EV charging grows.

Regardless of the specific type of CT4000 charging station you will be installing, these high level Make Ready specification will be the same.

ChargePoint recommends using a certified electrician to evaluate available capacity of existing electrical panels and to identify any electrical panel upgrades that may be required to support EV charging for multiple make-ready parking spaces. An onsite evaluation is necessary to determine conduit and wiring requirements from panel to proposed “make-ready” parking spaces, as well as to measure cellular signal levels and identify suitable locations for placement of any necessary cellular signal booster equipment.

Station Location

To help minimize costs you will want to choose station locations that are somewhat close to the available electrical infrastructure. In selecting these types of locations it helps minimize long conduit and wire runs as well as any trenching work. You should also consider locations where it will be easy to add future stations.

You also need to ensure that station locations have strong 3G cellular connectivity to allow ChargePoint to communicate with the stations. If there is a weak signal at the station location a cellular signal booster (repeater) will need to be installed (See the Cellular Signal Levels section later in this document).

Finally, consider how easy the stations are to find for drivers needing to access them.

EV Make-Ready Construction

All construction must conform to all local codes that are designated by the state, local municipality or authorities of where you are performing the construction. Conduit and wire size will need to be determined based on the length of runs from electrical panel to the station location. The National Electrical Codes and local codes will help determine appropriate sizing.

Each Level 2 charging port requires a dedicated single-phase electrical circuit (32A @ 208/240V) with 40A circuit breaker at the electrical panel. A certified electrician must install all electrical circuits in accordance with local and National Electric Code requirements.

General guidelines for “make-ready” include:

- 1) Evaluation of existing electrical infrastructure to determine if there is sufficient existing utility service and electrical panel capacity and identify costs for any necessary upgrades and/or a new dedicated electrical panel.
- 2) For installation of dedicated EV electrical panel, choose panel location in close proximity to existing electrical supply.
- 3) Identify station locations for EV charging that are in close proximity to an electrical room with common area electrical panel; reduce distance for conduit runs and electrical wiring from electrical panel to all proposed EV parking spaces.
- 4) Determine the appropriate mounting location.
- 5) Ensure the wiring, circuit protection and metering is in place at the station installation location by reviewing the specification, wiring diagram and grounding requirements later in this document.
- 6) Ensure that you are using 6 or 8 gauge wire to station. If you will be feeding the station with larger wire like 4 gauge then you will need to splice the wire for 6 or 8 gauge.
- 7) If possible, avoid or minimize trenching requirements, especially more costly trenching to run conduit under asphalt surfaces.
- 8) Choose adjacent parking spaces in an area with adequate lighting and identify suitable locations with flat surface for wall mount stations or suitable floor surface for pedestal mount stations (no asphalt surfaces).
- 9) Use dual-port pedestal mount stations where possible in open areas for adjacent or tandem parking spaces.
- 10) Determine optimum conduit layout to minimize linear conduit costs to multiple EV parking spaces and size all conduit and electrical wiring in accordance with National Electric Code requirements.
- 11) Measure cellular signal levels for 3G Verizon and 3G AT&T carriers and identify optimum location for placement of ChargePoint gateway devices.
- 12) Ensure that adequate CDMA (Verizon, Sprint) or GSM (AT&T, Rogers) cellular coverage is available at the station installation location. To ensure adequate signal strength in underground or enclosed parking structures, cellular repeaters may be required. (See the Cellular Signal Levels section later in this document)
- 13) For below ground-level or enclosed parking garages, installation of a cellular signal booster often is required with indoor antenna located near gateway device and EV parking spaces and outdoor antenna typically located at the garage entrance ceiling or on the rooftop where cellular signal levels are optimum.
- 14) Determine cost budget options for make-ready electrical infrastructure to satisfy current needs and future needs. Prioritize locations for installation of charging stations based upon immediate and future needs, construction timelines, and costs.

For bollard mount charging stations, prepare the installation site by following the instructions in the Preparing Concrete Pad chapter. The mounting template for the bollard can be found at www.chargepoint.com/support-installation-guides.php. Ensure the PDF version is accurate by printing it

at 100% scale on 11" x 17" paper and then verify at least one dimension. (See also the Prepare the Installation Site for Bollard Mount later in this document)

Review the CT4000 Data Sheet (available at www.chargepoint.com/support-product-data-sheets.php).

It is recommended that only new 40A dual pole breakers are to be used. Used breakers can damage equipment and cause a fire risk.

Always check local codes to ensure compliance. You may need to adjust this specification to comply with codes that apply at your installation location.

If you have pre-existing infrastructure or are using your own preferred electrical contractor to prepare your site for charging, a Site Validation by a ChargePoint Operations and Maintenance (O&M) partner will be required to certify compliance with electrical specification requirements and to ensure that everything was prepared to ChargePoint specifications.

Cellular Signal Levels

ChargePoint charging stations communicate over the ChargePoint network via 3G cellular carriers to provide the following features to property managers and EV drivers:

- User authentication, access control, & billing
- Energy usage reporting
- Charging station utilization and charging session details for analytical reporting
- Real-time charging status to drivers using the ChargePoint mobile app or web portal
- Ability for drivers to start & stop charging sessions using the ChargePoint mobile app
- 24-hr driver support to remotely start charging sessions (ChargePoint cards also start & stop sessions)
- Text notifications to drivers when vehicle battery is full or stops charging
- Station fault alarms and remote diagnostic capability
- Over-the-air software upgrades for new station features or enhancements (future proof)

General guidelines when measuring cellular signal levels:

- Do not rely on cell phone apps to measure cellular signals when conducting site surveys
- Take 3G AT&T & 3G Verizon signal strength readings at exact proposed charging station locations
- Take cellular readings at location of where a cellular signal booster antennae will be installed to ensure there is enough signal to boost

Requirements for acceptable 3G AT&T and 3G Verizon cellular coverage are:

- Weakest acceptable signal levels at gateway device without using a signal booster are -85 dbm for 3G AT&T WCDMA & -90 dbm for 3G Verizon EVDO (ECLO > -10 using Squid Pro 3G);
- For a cellular signal booster solution inside parking garages, the weakest acceptable signal level at outside antenna location should be between -95 dbm and -100 dbm (the weaker the signal the less coverage area inside using a signal booster);

Below are a few suggested options for cellular signal boosters:

- WeBoost 4G-X for all carriers in North America, supports voice, 2G, 3G and 4G, max gain of 70 db for up to 10,000 square feet of coverage area;
- SureCall Fusion 5 for all carriers in North America, supports voice, 2G, 3G and 4G, average gain of 65 db & max 72 db for up to 6,000 square feet of coverage area;
- SureCall Force 5 for all carriers in North America to provide up to 20,000 square feet of coverage inside parking structure.

ChargePoint O&M partners will validate acceptable cellular signal strength at the site using a cellular signal strength reader. We recommend using a Squid Pro 3G M2M signal meter from Berkeley Varitronics Systems to distinguish 2G vs 3G cellular carrier frequencies. For details concerning acceptable cellular signal levels and signal booster solutions, please reference Make-Ready Specifications section at the end of this document.

Electrical Panel

Level 2 charging stations are considered continuous load devices (EVs draw maximum load for long durations); and therefore, electrical branch circuits to EV chargers must be sized at 125% of the load in accordance with National Electric Code requirements. This means that for a maximum 32A @208/240V output to an electric vehicle, 40A breakers are required and wiring conductor ampacity sized in accordance with NEC code for continuous load devices. Typically, 6 AWG or 8 AWG insulated electrical wiring is used depending upon distance between the electrical panel and the charging station.

When planning for multiple EV charging stations, it is best practice to segment non-continuous and continuous loads, with all branch circuits for EV charging on a dedicated electrical panel assembly with 40A circuit breakers. When sizing new electrical panels dedicated for EV charging, all branch circuits will support continuous load, and the panel rating sized for at least 125% of the total load on each leg of a 3-phase panel.

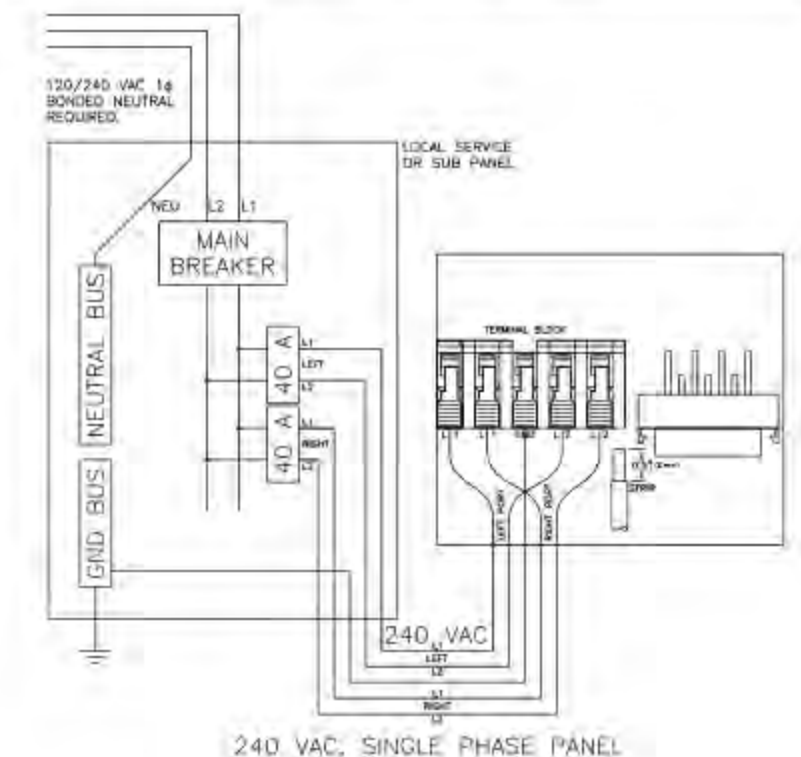
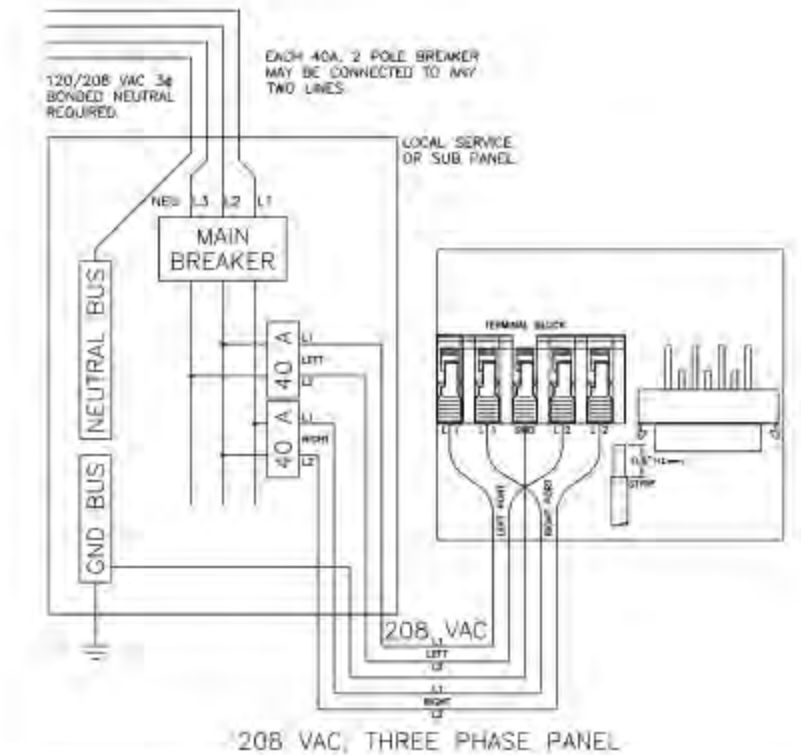
Specifications

Electrical Input	SINGLE PORT			DUAL PORT		
AC Voltage	208/240VAC			208/240VAC		
	Current	Input Power Connection	Required Service Panel Breaker	Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch Circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A Branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A Branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8W typical (standby), 15W maximum (operation)					
Electrical Output						
Standard	7.2kW (240VAC@30A)			7.2kW (240VAC@30A) x 2		
Standard Power Share	n/a			7.2kW (240VAC@30A) x 1 OR 3.8kW (240VAC@16A) x 2		
Power Select 24A	5.8kW (240VAC@24A)			5.8kW (240VAC@24A) x 2		
Power Select 24A Power Share	n/a			5.8kW (240VAC@ 24A) x 1 OR 2.9kW (240VAC@12A) x 2		
Power Select 16A	3.8kW (240VAC@16A)			3.8kW (240VAC@16A) x 2		
Power Select 16A Power Share	n/a			3.8kW (240VAC@16A) x 1 OR 1.9kW (240VAC@8A) x 2		
Functional Interfaces						
Connector(s) Type	SAE J1772™			SAE J1772™ x 2		
Charging Cable Length	18' (5.5 meters)			18' (5.5 meters) x 2		
Overhead Cable Management System	Yes					
LCD Display	5.7" full color, 640x480, 30fps full motion video, active matrix, UV protected					
Card Reader	ISO 15693, 14443, NFC					
Locking Holster	Yes			Yes x 2		
Safety and Connectivity Features						
Ground Fault Detection	20mA CCID with auto retry					
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection					
Plug-Out Detection	Power terminated per SAE J1772™ specifications					
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)					
Power Report/Store Interval	15 minute, aligned to hour					
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)					
Wide Area Network	3G GSM, 3G CDMA					
Safety and Operational Ratings						
Enclosure Rating	Type 3R per UL 50E					
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625					
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.					
EMC Compliance	FCC Part 15 Class A					
Operating Temperature	-22°F to 122°F (-30°C to +50°C)					
Storage Temperature	-40°F to 122°F (-40°C to +50°C)					
Operating Humidity	up to 85% @ +50°C (122°F) non-condensing					
Non-Operating Humidity	up to 95% @ +50°C (122°F) non-condensing					
Terminal Block Temperature Rating	221°F (105°C)					
Maximum Stations per 802.11 Radio Group	10. Each station must be located within 150 feet "line of sight" of a gateway station.					

Dual Circuit Wiring Diagram

The following illustration describes the wiring for installing a CT4000 on a dual circuit. Wiring for a single circuit installation is described on the next page. Grounding requirements are described on page 1-6.

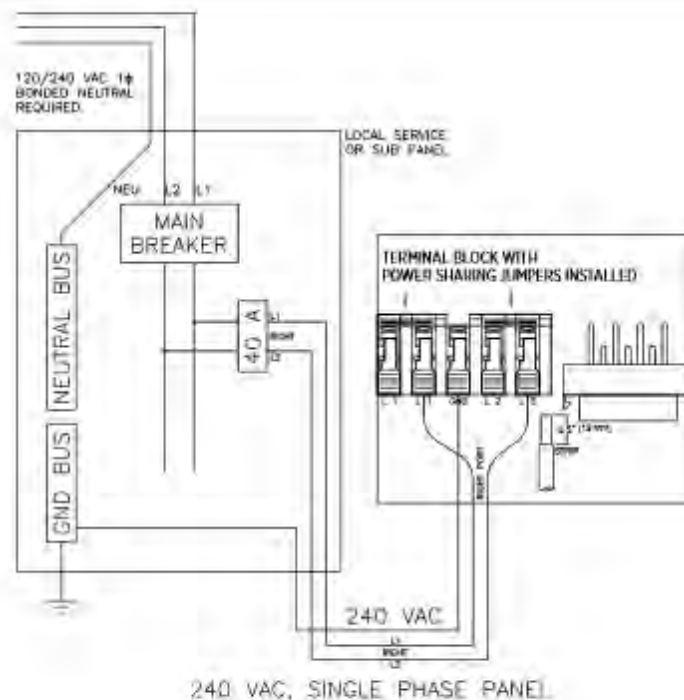
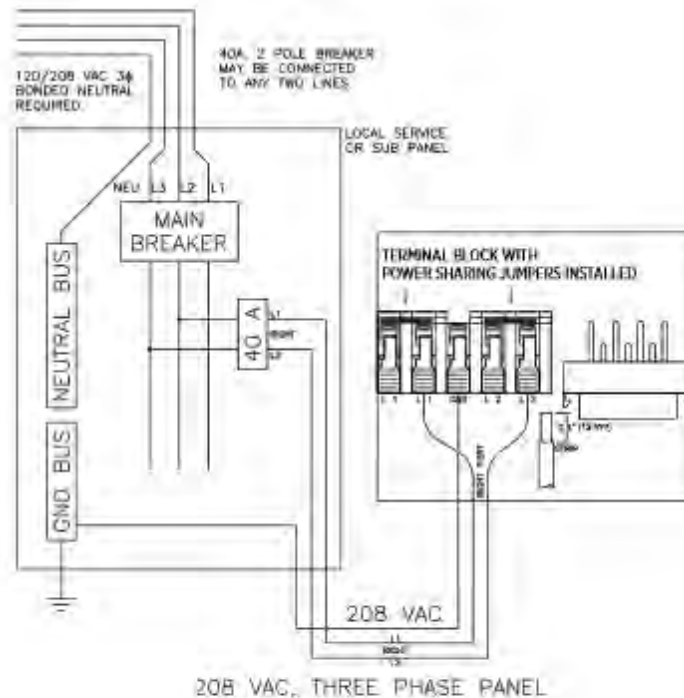
NOTE: Requires two dedicated circuits, each with its own two pole 40 A breaker. See Appendix B for lower power operation options.



Single Port or Shared Power Wiring Diagram

The following illustration describes the wiring for installing a dual port CT4000 on a shared single circuit. For this installation, you will need the power sharing kit to allow both ports to share a two pole 40A circuit breaker. Wiring connections are provided in Appendix B. Grounding requirements are described on page 1-6. See Appendix B for lower power operation options.

Wiring for a dual circuit installation, see the previous page.



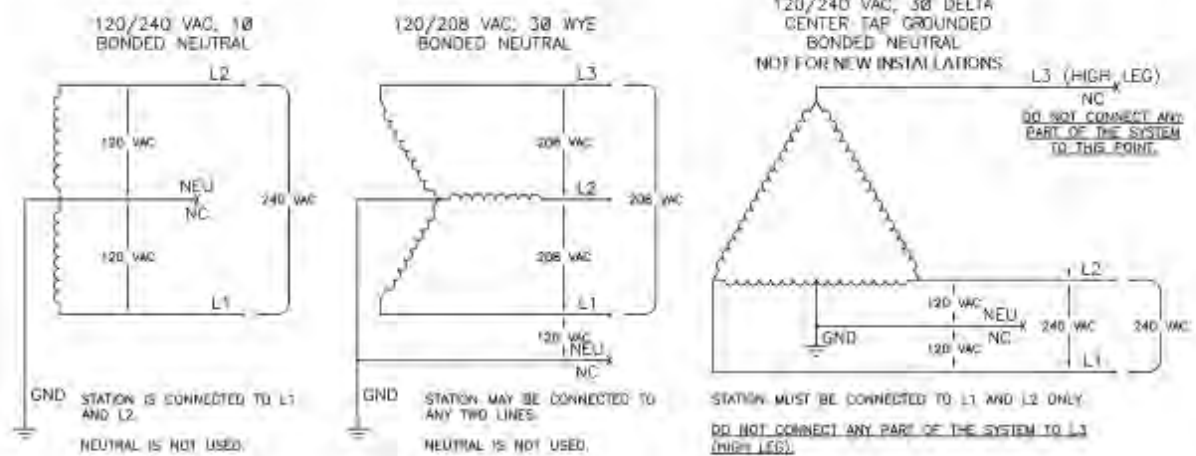
Grounding Requirements

The voltage of either line, relative to ground, must not fall below 80 volts or a Floating Line Connection error occurs (see page 5-3). Because the voltage of either line relative to ground must not be allowed to fluctuate, use only center-grounded systems. Neutral is not used to power the station but must be properly connected to ground, at the panel or transformer, to provide the necessary voltage reference relative to ground.

Connect to these systems

In a wye system, connect the station to ANY two lines, as shown below.

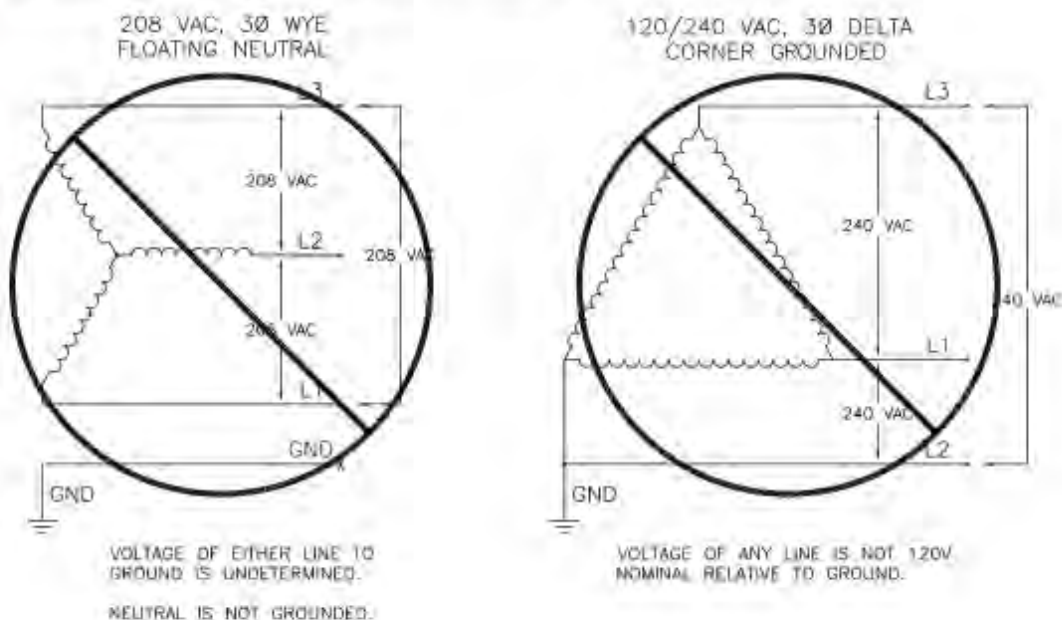
In a delta system, connect the station to a center-tapped secondary only, where the center tap is bonded and the station is connected to L1 and L3. This allows voltages to remain constant regardless of other loads that may be using the lines.



Do not connect to these systems

Do not connect ChargePoint stations to the following types of power sources:

- 120/208 VAC 3 phase wye, ungrounded
- 120/240 VAC 3 phase delta, corner-grounded
- Any system where the center point of the AC power source is not grounded



Preparing the Installation site for a Wall mount Station

When preparing the site for wall mounted stations, the conduit and wire must be brought to the location of the where the stations will be mounted. Below, are a couple images of sites showing how the conduit and wire was brought to the location where a wall mounted station will be installed. Flex conduit must be used to bring the wire to the station.



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Casting into New Concrete

Before casting into new concrete, review the site for suitability to install a CT4000. The CT4000's Clean Cord Technology requires space behind the power stub-up for the Cord Management Kit (CMK). To ensure adequate space, refer to the illustrations below and to the CT4000 Installation Template (75-001094-01) included in this installation kit.

IMPORTANT:

- Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.
- The concrete block must measure at least 24" on all sides.
- The bolt threads must extend 3" above the concrete.
- The conduit must be at least 1 1/2" in diameter and extend 12" to 24" above the concrete.
- Refer to the CT4000 Installation Guide for detailed installation instructions.

Kit Components Needed

You will need the entire contents of the CT4000 Concrete Mount Kit.

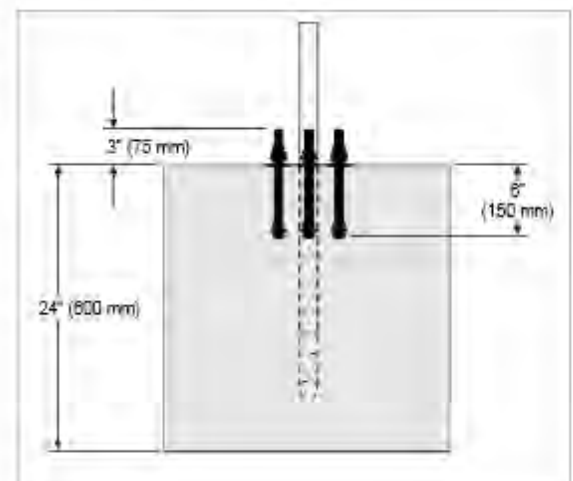
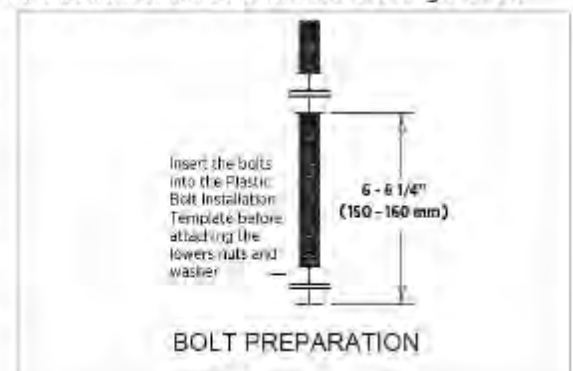
Follow These Steps

1. Install two nuts, with two washers captured between them, onto each of the three bolts, as illustrated. Lock them together so the lower end of the upper nut is located 6 - 6 1/4" from the bottom of the bolt. This sets the length of the exposed threads.
2. Insert the three bolts through the Plastic Bolt Installation Template. This ensures the relative position of the bolts and that the flange of the pole fits over the bolts.
3. On the bottom of each bolt, install a nut, a washer, and a nut. Lock the two nuts together so that the lower nut aligns to the bottom of the bolt.
4. Immediately after pouring the concrete, push the bolts into the concrete 6" deep, as illustrated. Ensure correct alignment and that the top 3" of the bolts remain exposed. Rotate the bolts as you insert them to draw concrete into the threads.

NOTE:

- It is important to rotate the bolts as you insert them. This allows the concrete to fully coat the threads of the bolts, reducing the amount of trapped air.
 - The Plastic Bolt Installation Template can be left in place.
5. When the concrete is fully set, remove the upper nuts and one washer to install the bollard's mounting post.

You are now ready to install the CT4000's bollard mount. Refer to the CT4000 Installation Guide.



Installing on Existing Concrete

If installing on existing concrete, perform the following tasks:

- Review the site for suitability to install a CT4000. The CT4000's Clean Cord Technology requires space behind the power stub-up for the Cord Management Kit (CMK). To ensure adequate space, reference the CT4000 Installation Template (75-001094-01) included in this installation kit.
- Review the dimensions of the existing concrete slab. To safely mount a CT4000 charging station, the concrete must be at least 6" thick. At this thickness, all of the CT4000's mounting bolts must be positioned at least 15" from the front edge, at least 12" from the side edges, and at least 6" from the rear edge of the concrete slab.
- If an existing charging station is already in place at the installation site, turn off all power to the station and disassemble according to the original manufacturer's instructions. Cut away any existing bolts or non-power conduit stub-up to ground level. You may need to plug cut-away conduits at the slab end, and disconnect wiring at the other end.

⚠ IMPORTANT: Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.

Kit Components Needed

The CT4000 Concrete Mount Kit contains 12 Heavy Galvanized Hex Nuts and 9 Galvanized Washers. You will need only 6 of each.

Tools Required

Electric drill or Hammer drill (½" chuck may be required depending on drill bits used) (1)

Consumables Required

These consumables can be ordered online directly from McMaster (McMaster Product #s are included in the table below). Delete any items you already have, and change quantities to accommodate the number of stations you are installing.

NOTE: The consumption rate of these products will vary depending on conditions at the installation site.

Quantity	McMaster Product #	Description	Purpose
1*	7505A55	Epoxy Adhesive for Concrete, 9.3 Ounce Cartridge (includes two mixing nozzles)	Filling drilled holes.
1*	7505A56	Mixing Nozzles for 9.3 Ounce Epoxy Adhesive for Concrete	Filling drilled holes. NOTE: You may need extra mixing nozzles to accommodate delays of over three minutes when applying epoxy.
1	7622T23	Ratchet Rod Caulk Gun with Half-Barrel Frame for 10-13 Ounce Cartridge, 6:1 Thrust	Filling drilled holes. NOTE: Any standard caulk gun will work.
1	7437K35	Electrical Cleaning and Maintenance Aerosol, Any Angle Spray Duster, 8 Ounce Net Weight	Cleaning drilled holes.
1	2960A22	Slow Spiral Round-Shank Masonry Drill Bit, ¾" diameter, ½" Shank, 10" Drill Depth, 12" Length Overall	Drilling ¾" holes in concrete. NOTE: The holes must be at least 6" deep.
1	28655A25	Drill Bit for Concrete Embedded Rebar, Round, ¾" bit size, ½" Shank diameter, 12" Length Overall	Drilling ¾" hole through rebar.
1	7221T13	Nylon Loop-Handle Brush, ¾" Brush Diameter, 3" Length Brush, 8 ½" Length Overall	Cleaning drilled holes.
1	9753K47	Push-on Round Cap, fits ¾" - 1 ¼" OD, ½" Inside Height, Packs of 100	Keeping the epoxy inside the drilled holes in situations where the slab is only 6" deep.

* Quantity based on installation of one charging station.

Follow These Steps

1. Install two nuts with two washers captured between them. Lock them together so the lower end of the nut is located 6" from the bottom of the bolt. This sets the length of the exposed threads.
2. Use the Plastic Concrete Bolt Installation Template to mark the hole locations.
3. Remove the template and drill three $\frac{3}{4}$ " diameter holes 6" deep into the concrete. When locating the template, consider the charging station's total footprint. For reference, a template for the CT4000 charging station with CMK is included in this kit.

NOTE:

- It is important that the bolts are parallel after installation. Therefore, ensure the drill holes are plumb by using a bubble level to check the angle of the drill after drilling 1 to 1 $\frac{1}{2}$ ".
 - If installing over existing buried conduit, position the center of the template around the conduit stub-up.
 - You may need two drill bits - one for the concrete (with the pilot) and another for the rebar (without the pilot). Always start the hole using the standard drill bit, then switch to the rebar drill bit only if drilling through rebar.
4. Remove all dust from inside the drilled holes using compressed air, or a vacuum and/or a brush.
 5. If the concrete slab is only 6" deep, insert a plug (McMaster Product #9753K56) in each hole to keep the epoxy in place until it hardens. Place the plug over the long end of a bolt and then use the bolt to push the plug to the bottom of the hole.
 6. Fill each hole with epoxy to about 2 $\frac{1}{2}$ " to 3" below the top. Continue immediately to the next step because the epoxy sets within about eight minutes.

NOTE: Inserting the threaded bolts displaces the epoxy, causing it to fill the holes to grade level. If the epoxy is below grade level, you can add more after the next step.

7. Place the Plastic Concrete Bolt Installation Template over the holes. This ensures the relative position of the bolts and that the flange of the pole fits over the bolts.
8. Insert the bolts through the template, into the holes. Rotate the bolts as you insert them to draw epoxy into the threads.

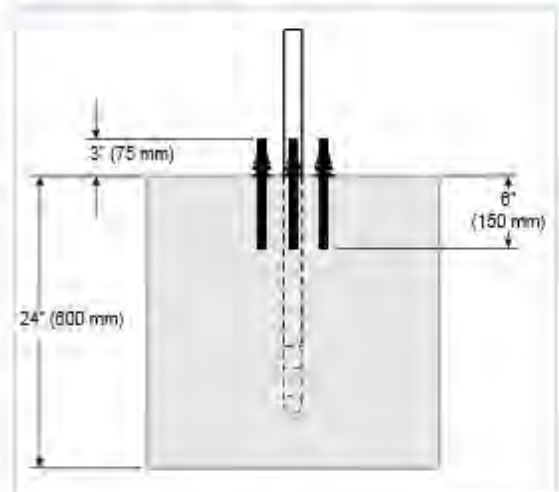
IMPORTANT: The epoxy is very thick. Therefore, it is important to rotate the bolts as you insert them. This allows the epoxy to fully coat the threads of the bolts, reducing the amount of trapped air.

NOTE: The installation template can be left in place.

9. If needed, top up the holes with epoxy to grade level.
10. Allow the epoxy to cure for at least 15 minutes* before removing the top nuts and washers.
11. Allow the epoxy to cure for 45 minutes* before applying torque to the nuts.

*Epoxy cure times assume you are using epoxy ordered from McMaster (Product # 7505A55). If using a different type of epoxy, you may need to adjust these times. Refer to the cure times provided with the epoxy.

You are now ready to install the CT4000's bollard mount (see Chapter 2).





(Proper concrete pad with anchor bolts and conduit stub-up)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 12, 2021

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Acceptance of a Subapplicant Grant from the California Office of Emergency Services for the Development of a Citywide Local Hazard Mitigation Plan

RECOMMENDATION: That the City Council accept a subapplicant grant from the California Office of Emergency Services for the development of a Local Hazard Mitigation Plan and adopt a Resolution entitled "A Resolution of the City Council of the City of Laguna Hills, CA, for the designation of Subrecipient's Agent Resolution, Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program."

SUMMARY:

In late 2019, Staff submitted a grant application to the California Office of Emergency Services (CalOES) to access a federal funding program as a subapplicant to develop a Local Hazard Mitigation Program (LHMP). The City has been notified by CalOES that the grant has been approved. The purpose of a Local Hazard Mitigation Program is to engage the public, perform risk assessments and develop mitigation strategies to reduce the significant impact of natural disasters on the community. This planning effort is a prerequisite for accessing both Federal and State mitigation funding to address the impacts of disasters. There is, therefore, as the result of this program, the potential for great economic assistance should there be a significant local disaster. In order to formally accept the grant funds and authorize the work on developing the LHMP, it is necessary for the City Council to adopt the attached CalOES form Resolution designating City Officials authorized to execute documents for this work effort.

BACKGROUND:

The Federal Emergency Management Agency (FEMA) states that disasters, which can cause loss of life, damage buildings and infrastructure, and have devastating consequences for a community's economic, social, and environmental well-being, should be anticipated and addressed through hazard mitigation. Hazard mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. Hazard mitigation has the potential to keep natural hazards from becoming natural disasters. Hazard mitigation is best accomplished when based on a comprehensive, long-term plan developed before a disaster strikes. Mitigation planning is the process used by state, tribal, and local leaders to understand risks from natural hazards and develop long-term strategies that will reduce the impacts of future events on people, property, and the environment.

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by the Disaster Mitigation Act of 2000, is intended to "reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters." Under this legislation, state, tribal, and local governments must develop a hazard mitigation plan as a condition for receiving certain types of non-emergency disaster assistance through the Hazard Mitigation Assistance Programs. The regulatory requirements for local hazard mitigation plans are found at Title 44 Code of Federal Regulations §201.6.

The City does not have a Local Hazard Mitigation Program and it is estimated that the cost of retaining a consultant to develop the LHMP will require approximately \$40,000 of funding. To that end, Staff sought a grant as a subapplicant of CalOES for a FEMA program that provides up to 75% of federal funding for developing the LHMP. As shown on the attached October 23, 2020, Notification of Subapplicant Approval letter from CalOES, the City has been granted \$30,000 in federal funds, as a subapplicant, for this work which requires a \$10,000 City match. The City matching funds can be offset by Staff time utilized in the development of the LHMP. The CalOES letter also provides, as attachments, the federal and state regulatory compliance requirements for this grant.

The first step in accepting the grant funds is to adopt the attached CalOES form Resolution which designates the City Officials authorized to execute documents for this grant. Thereafter, Staff will prepare a Request for Proposal following the City's usual and customary procurement procedures to retain a consultant for this work. The City has four years to complete this grant, although this process is anticipated to be completed

within two years.

CEQA FINDINGS:

The acceptance of the grant, under CEQA, is not, in and of itself, a project. The LHMP, however, will include an evaluation of environmental impacts and CEQA will be addressed at the time of the anticipated adoption of the LHMP.

FISCAL IMPACT:

The CalOES subapplicant grant provides the City with \$30,000 of federal funds and requires a \$10,000 City match. The City matching funds can be offset by Staff time utilized in the development of the LHMP. The LHMP work effort will be incorporated into the Public Services Department Operating Budget. Subject to the selection of a consultant for this work, there may be a need for a future adjustment to the Budget.

ATTACHMENTS:

- Proposed Resolution No. 2021-1-12- Hazard Mitigation Grant
- October 23, 2020, Notification of Subapplication Approval - PDM19-PL0114

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
CAL OES 130

RESOLUTION NO. 2021-1-12-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CA FOR THE
DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS
(Governing Body) (Name of Applicant)

THAT THE CITY MANAGER, OR THE
(Title of Authorized Agent)
ASSISTANT CITY MANAGER,
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Laguna Hills, a public entity
(Name of Subrecipient)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service. for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Laguna Hills, a public entity established under the laws of the State of California,
(Name of Subrecipient)
hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- ☒ This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.
- ☐ This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this 12th day of January, 2021

Erica Pezold, Mayor
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Melissa Au-Yeung, duly appointed and City Clerk of
(Name) (Title)
City of Laguna Hills, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Laguna Hills
(Governing Body) (Name of Applicant)

on the 12th day of January, 2021.

(Signature)

City Clerk
(Title)



October 23, 2020

Donald White
City Manager
Laguna Hills, City of
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Notification of Subapplication Approval

FY19 Pre-Disaster Mitigation Competitive Grant Program

Grant #**2020-0006**, Project #**PL0114**, FIPS #**059-39220**, Amendment #**2**

Dear Mr. Moreno:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **\$30,000.00**. A copy of the FEMA award package is enclosed for your records. In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Grants Processing Unit:

- A valid, current (approved within the last 3 years) Governing Body Resolution
- A Project Assurances for Federal Assistance agreement
- A Grant Subaward Face Sheet (GSAFS). * Please ensure that the individual who signs the GSAFS is designated by the Governing Body Resolution as an Authorized Agent for your organization.
- A current Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure form. This form must be submitted each calendar year.
- An active DUNS Number registration with the federal System for Award Management (SAM) website. The registration must remain active for the duration of this grant subaward.

*Your Grant Subaward Face Sheet (GSAFS) will be mailed to you at a later date, pending confirmation from FEMA on your project's performance period start and end dates.

For your convenience, this subapplication approval package includes the required post-obligation documents as well as guides to completing and renewing a SAM registration. Please complete the documents and mail copies to the address listed at the end of this letter, keeping the originals with your records.



Alternatively, you may scan and email the completed documents to the Recovery Grants Processing Unit at HMGraintsPayments@CalOES.ca.gov. Electronic copies of the post-obligation documents can also be requested at the same address.

Payments will be made on a reimbursement basis using the enclosed Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application. Expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

When mailing documents to the Recovery Grants Processing Unit, please use the following address:

California Governor's Office of Emergency Services
Attention: Recovery Grants Processing Unit
3650 Schriever Avenue
Mather, CA 95655

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Grants Processing Unit at (916) 845-8110. For program-related questions, please contact the Hazard Mitigation Grants Programs Unit at (916) 845-8150.

Recovery Grants Processing Unit

Enclosures

c: Applicant's File



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY GRANTS PROCESSING UNIT
(916) 845-8110

EMF 2020 PL 0006
 A/S 2020 0006
 PDM19

FEMA Award Package

The award package you selected is provided below. Subgrant applications included in the package are also provided below. To view the award package, click the *View Award Package* link below.

Grant Application Year: 2019 Obligated Amount: \$
 Grant Application Title: CA-2019-PDM Date Awarded: 09-02-2020 Date Obligated: 09-02-2020
 Grant Application Number: PDMC-09-CA-2019 Subgrant Applications Obligated: 3

Print Award Package

[View Award Package \(Part 1 of 3\)](#)

[View Award Package \(Part 2 of 3\)](#)

[View Award Package \(Part 3 of 3\)](#)

Displaying 1-3 of 3

Show 5

OBLIGATION
PDM19

Application Number

Subgrant Applicant

Non-Federal
Share

Federal Share

PL0114

PDMC-PL-09-CA-2019-016

City of Laguna Hills 059-39220

\$ 10,000.00

\$ 30,000.00

First

<< Prev

Next >>

Last

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View More FEMA Signed Packages

PERF. PERIOD 7/10/20 to 7/9/24

RECEIVED

717548

GRANTS PROCESSING UNIT

**FY 2019
PRE-DISASTER MITIGATION PROGRAM
GRANT AGREEMENT ARTICLES
CFDA# 97.047**

RECIPIENT: California Office of Emergency Services

AGREEMENT NUMBER: EMF-2020-PC-0006

AMENDMENT NUMBER: 2 (PL-2019-003/2019-013/2019-016)

DESIGNATED AGENCY: California Office of Emergency Services

PERFORMANCE PERIOD: July 10, 2020 through July 9, 2024

GENERAL INFORMATION:

The **Pre-Disaster Mitigation (PDM)** grant program provides grants to States, Territories, and Indian Tribal governments who, in turn, may provide Subawards to local governments for cost-effective mitigation activities that are selected via a Ranking review process. Funds will be used to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while also reducing reliance on funding from major disaster declarations.

The following Articles I-VIII are FEMA's Grant Award Terms and Conditions. DHS Grant Award Standard Terms and Conditions follow those Articles. The Recipient agrees to abide by all the Grant Award Terms and Conditions in this document.

ARTICLE I. FEMA AUTHORITY

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA) agrees to grant to the State/Indian Tribal government, through its designated agency named above, hereinafter referred to as "the Recipient," through its designated agency named above, the funds in the amount specified on the obligating document, to support the **Pre-Disaster Mitigation** Grant Program, authorized under 42 U.S.C. 5133, Section 203, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Project Officer is: Phillip Wang

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Agreement.

The Assistance Officer is: Sylvia Palmer

ARTICLE VII. TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

Federal Funding Accountability and Transparency Act:

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires Recipients to report certain information about themselves and their first-tier Subrecipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010. (See attached APPENDIX A to Part 170-Award term).

ASSURANCE COMPLIANCE:

The certifications signed by the Recipient in the application relating to maintenance of a Drug-Free Workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

Prohibition on Using Federal Funds.

The Recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Compliance with Program Guidance.

The Recipient agrees that all use of funds under this Grant Agreement will be in accordance with the Hazard Mitigation Assistance Guidance at the time of the application.

are discovered, the Subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.

COPYRIGHT:

The Recipient is free to copyright any original work developed in the course of or under this Grant Agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Recipient shall follow cost-sharing requirements mandated by program guidance and statute, and in compliance with 2 CFR § 200.306. Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 2 CFR §§ 200.338-200.342, and for acquisitions, as specified in 44 CFR § 80.19(e), when the Terms and Conditions of this Grant Agreement are not met.

EQUIPMENT/SUPPLIES:

The Recipient must comply with the regulations listed in 2 CFR Part 200 and must be in compliance with state laws and procedures.

FUNDS TRANSFER:

No transfer of funds to agencies other than those identified in the approved Grant Agreement shall be made without prior approval of FEMA.

INSURANCE:

In compliance with 42 U.S.C. § 4012a(a), when financial assistance is approved for acquisition or construction purposes within the Special Flood Hazard Area (SFHA), flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

PAYMENT:

Recipient shall be paid using the FEMA Payment and Reporting System (PARS), provided Recipient maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Recipient and Subrecipients. The Recipient commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425; and 3) imposing the same standards of timing and amount upon any Subrecipient.

Subrecipients must comply with the same payment requirement as the Recipient and must comply with the requirements specified in the Recipient's subaward Agreement.

justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

All grant award activities, including all projects and/or activities approved under each subaward, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period.

EXTENSIONS:

Requests for time extensions to the Period of Performance will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and Performance reports must be current in order for a time extension to be considered.

RECOUPMENT OF FUNDS:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:

The Recipient will process the recovery of assistance paid to Subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Recipient agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:

The Recipient shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Recipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:

Federal Financial Reports (SF-425):

The Recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Agreement. The Recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance,

44 CFR Part 201

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (attached)

48 CFR Subpart 31.2 (Federal Acquisition Regulation)

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

Acknowledgment of Federal Funding from DHS	Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Activities Conducted Abroad	Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Age Discrimination Act of 1975	Recipients must comply with the requirements of the <i>Age Discrimination Act of 1975, Public Law Number 94-135 (1975)</i> (codified as amended at Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Americans with Disabilities Act of 1990	Recipients must comply with the requirements of Titles I, II, and III of the <i>Americans with Disabilities Act</i> , Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Best Practices for Collection and Use of Personally Identifiable Information (PII)	Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Civil Rights Act of 1964 – Title VI	Recipients must comply with the requirements of Title VI of the <i>Civil Rights Act of 1964</i> (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7 .
Civil Rights Act of 1968	Recipients must comply with Title VIII of the <i>Civil Rights Act of 1968</i> , Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100 . The prohibition on disability discrimination includes the

Federal Debt Status	All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See <u>OMB Circular A-129</u> .)
Federal Leadership on Reducing Text Messaging while Driving	Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in <u>E.O. 13513</u> , including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Fly America Act of 1974	Recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under <u>49 U.S.C. § 41102</u>) for international air transportation of people and property to the extent that such service is available, in accordance with the <i>International Air Transportation Fair Competitive Practices Act of 1974</i> (<u>49 U.S.C. § 40118</u>) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, <u>amendment</u> to Comptroller General Decision B-138942.
Hotel and Motel Fire Safety Act of 1990	In accordance with Section 6 of the <i>Hotel and Motel Fire Safety Act of 1990</i> (<u>15 U.S.C. § 2225a</u>), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the <i>Federal Fire Prevention and Control Act of 1974</i> , (codified as amended at <u>15 U.S.C. § 2225</u>).
Limited English Proficiency (Civil Rights Act of 1964, Title VI)	Recipients must comply with the <i>Title VI of the Civil Rights Act of 1964</i> (<u>42 U.S.C. § 2000d et seq.</u>) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Lobbying Prohibitions	Recipients must comply with <u>31 U.S.C. § 1352</u> , which provides that none of the funds provided under a federal financial award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
National Environmental Policy Act	Recipients must comply with the requirements of the <u>National Environmental Policy Act of 1969, Pub. L. 91-190 (1970) Environmental Policy Act 42 U.S.C. § 4321 et seq.</u> (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential

	and performance system (currently the <u>Federal Awardee Performance and Integrity Information System (FAPIIS)</u> about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under <u>Pub. L. 110-417, § 872</u>, as amended <u>41 U.S.C. § 2313</u>. As required by <u>Pub. L. 111-212, § 3010</u>, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. 2. Proceedings about Which Recipients Must Report Recipients must submit the required information about each proceeding that: - Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government; - Reached its final disposition during the most recent five-year period; and - One or more of the following: - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; - An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or - Any other criminal, civil, or administrative proceeding if: - It could have led to an outcome described in this award term and condition; - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and - The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations. 3. Reporting Procedures Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded. 4. Reporting Frequency During any period when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings. 5. Definitions For the purpose of this award term and condition:
--	--

assistance subject to the Federal Funding Accountability and Transparency Act (Transparency Act), as defined at 2 C.F.R. 170.320 (and subawards); and

b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)

b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:

1) As part of the recipient's registration profile at <https://www.sam.gov>.

2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

1) In the subrecipient's preceding fiscal year, the subrecipient received—

a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

	e. <i>Total compensation</i>: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See 17 C.F.R. § 229.402(c)(2)): 1) <i>Salary and bonus</i>. 2) <i>Awards of stock, stock options, and stock appreciation rights</i>. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments. 3) <i>Earnings for services under non-equity incentive plans</i>. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees. 4) <i>Change in pension value</i>. This is the change in present value of defined benefit and actuarial pension plans. 5) <i>Above-market earnings on deferred compensation which is not tax-qualified</i>. 6) <i>Other compensation</i>, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
SAFECOM	Recipients receiving federal financial assistance awards under programs that provide emergency communication equipment and its related activities must comply with the <u>SAFECOM</u> Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Terrorist Financing	Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Trafficking Victims Protection Act of 2000 (TVPA)	Trafficking in Persons. 1. Provisions applicable to a recipient that is a private entity. a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not— 1) Engage in severe forms of trafficking in persons during the period the award is in effect. 2) Procure a commercial sex act during the period that the award is in effect. 3) Use forced labor in the performance of the award or subawards under the award. b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity — 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or

	c. <i>Private entity</i>: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes: 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b). 2) A for-profit organization. d. <i>Severe forms of trafficking in persons, commercial sex act, and coercion</i> are defined in <u>TVPA, Section 103</u>, as amended in 22 U.S.C. § 7102.
Universal Identifier and System of Award Management (SAM)	1. Requirement for System for Award Management Unless the recipient is exempted from this requirement under 2 C.F.R. § 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term. 2. Requirement for unique entity identifier If recipients are authorized to make subawards under this award, they: a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient. b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient. 3. Definitions For purposes of this award term: a. <i>System for Award Management (SAM)</i>: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on SAM.gov. b. <i>Unique Entity Identifier (UEI)</i>: means the identifier required for SAM registration to uniquely identify business entities. c. <i>Entity</i>: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C: 1) A governmental organization, which is a state, local government, or Indian Tribe; 2) A foreign public entity; 3) A domestic or foreign nonprofit organization; 4) A domestic or foreign for-profit organization; and 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity. d. <i>Subaward</i>: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient. 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program. (See 2 C.F.R. § 200.330.)

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—

- iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

Award Package (Part 3 of 3)**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. **EMF-2020-PC-0006** 2. AMENDMENT NO. **2** 3. RECIPIENT NO. **68-0278801** 4. TYPE OF ACTION **STD** 5. CONTROL NO. **FX00882N2020T**

6. RECIPIENT NAME AND ADDRESS
**California
Governor's Office of
Emergency Services
(Cal OES)
3650 Schriever Ave ,
Mather
CA , 95655-4203**

7. ISSUING FEMA OFFICE AND ADDRESS
**FEMA Region IX
1111 Broadway , 1111 Broadway ,
Oakland, CA - 94607 ,
Specialist:Phillip Wang 510-627-
7753**

8. PAYMENT OFFICE AND ADDRESS

9. NAME OF RECIPIENT PROJECT OFFICER
Ron Miller PHONE NO. **916-845-8853** 10. NAME OF FEMA PROJECT COORDINATOR
Phillip Wang PHONE NO. **510-627-7753**

11. EFFECTIVE DATE OF THIS ACTION
08-25-2020 12. METHOD OF PAYMENT
O 13. ASSISTANCE ARRANGEMENT
S 14. PERFORMANCE PERIOD
From:**07-10-2020** To:**07-09-2024**

Budget Period
From:**10-01-2019** To:**09-30-2020**

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
PDMC	97.047	2020-6M-GP01BR-R092-4101-D	\$1,126,032.00	\$192,499.78	\$1,318,531.78	\$447,782.97
TOTALS			\$1,126,032.00	\$192,499.78	\$1,318,531.78	\$447,782.97

b. To describe changes other than funding data or financial changes, attach schedule and check here.

No

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Signed by

DATE

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Signed by **SYLVIA PALMER**
Assistance OfficerDATE
09-02-2020[Go Back](#)[View More Award Packages](#)

Award Letter

U.S. Department of Homeland Security
FEMA Region IX
1111 Broadway
Suite 1200
Oakland, CA 94607



FEMA

Ron Miller
Division Chief, California Governor's Office of Emergency Services (Cal OES)
3650 Schriever Ave
Mather, CA 95655-4203

Dear **Ron Miller**:

Enclosed is an executed copy of FEMA Form 76-10A reflecting the award to your FY **2019 PDMC** Grant (**PDMC-09-CA-2019**). Your SMARTLINK Grant Payment Account will be adjusted accordingly.

By accepting this award you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please call **Phillip Wang** at **510-627-7753**.

Sincerely,

Sylvia Palmer
Assistance Officer

www.fema.gov

Go Back

Continue to Next Award Package Section

Attachment: October 23, 2020, Notification of Subapplication Approval - PDM19-PL0114 (2290 : Grant from CalOES for Hazard Mitigation Plan)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 12, 2021
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for December 8, 2020, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the December 8, 2020, Regular Meeting.

ATTACHMENTS:

- 201208 PA Minutes

Recommendation: That the City Council approve the plans and specifications and authorize the advertisement for bids for the El Toro Road far side Paseo de Valencia Bus Stop and Shelter Passenger Amenity Improvements

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

Mayor Pezold recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:00 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Erica Pezold	Chair	Present	
Don Sedgwick	Vice Chair	Remote	
Janine Heft	Agency Member	Present	
Bill Hunt	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments on non-agendized items.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for November 24, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the November 24, 2020, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Hunt, Agency Member
SECONDER:	Don Sedgwick, Vice Chair
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Conditional Use Permit/Site Development Permit (CUP/SDP) No. 0015-2020, a Request by Ryan Zacche on Behalf of Cotti Foods, Inc. to Construct a New 2,500 Square-Foot Drive-Thru Restaurant (Taco Bell) at 24888 Alicia Parkway in the Neighborhood Mixed Use Zoning District

Chair Pezold opened the Public Hearing.

Agency Member Hunt disclosed his preparation for the meeting and participation on this item.

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council requests for additional information.

Chris Wadleigh, project applicant and Vice President of Design and Development at Cotti Foods Corporation responded to Council requests for additional information and indicated that he agrees to abide to the conditions of approval for the project.

The following individual submitted electronic public comments that were received, forwarded to the Council prior to the meeting, and announced into the record by Assistant City Clerk Lee:

Steve Loughran, a resident of Laguna Hills, submitted an electronic public comment regarding addition of the bikeway in the proposed plans for the project.

Chair Pezold closed the Public Hearing.

Recommendation: That the Planning Agency: 1) Resume the Public Hearing for CUP/SDP No. 0015-2020 which was continued from the November 24, 2020 Planning Agency Meeting; 2) Find and determine that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303(C) (Class 3, New Construction or Conversion of Small Structures; and 3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit/Site Development Permit

(CUP/SDP) No. 0015-2020, a request by Ryan Zacche on behalf of Cotti Foods, Inc. to construct a new 2,500 square-foot drive-thru restaurant (Taco Bell) and related site improvements on a portion of a 2.46-acre commercial property at 24888 Alicia Parkway.”

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Agency Member
SECONDER:	Don Sedgwick, Vice Chair
AYES:	Erica Pezold, Chair; Don Sedgwick, Vice Chair; Janine Heft, Agency Member; Bill Hunt, Agency Member; Dave Wheeler, Agency Member

PLANNING AGENCY ADJOURNMENT

Mayor Pezold reconvened the City Council Meeting at 8:24 p.m. Council Member Sedgwick was present via teleconference and all other Council Members were present in chamber.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

6. ADMINISTRATIVE REPORTS

6.1. City Manager

The City Manager gave no administrative reports.

6.2. Deputy City Manager/Community Services Director

6.2.1 2021 Memorial Day Race Event

Community Services Superintendent Meehan reviewed the information provided in the staff report and responded to Council requests for additional information.

Deputy City Manager/Community Services Director Reynolds responded to Council requests for additional information.

Recommendation: That the City Council direct staff to pursue Option B for a virtual race, as outlined in the staff report, for the 2021 Memorial Day race event, and authorize the City Manager to execute an agreement with



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 12, 2021

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: City Council "Other Agencies" Appointed Representatives

RECOMMENDATION: That the City Council take the following actions:

(1) Review the City of Laguna Hills City Council "Other Agencies" Appointed Representatives List, provide directions to staff regarding any necessary changes for appointments to the list, and by motion, approve the City Council "Other Agencies" Appointed Representatives List, as revised by the City Council; and

(2) If any changes are desired to the Representative to the Orange County Fire Authority's Board of Directors, adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California designating and appointing its Representative to the Orange County Fire Authority's Board of Directors; " and

(3) Approve and direct the City Clerk to prepare and post an updated FPPC Disclosure Form 806 to reflect all paid appointments to "Other Agencies" boards, committees, and/or commissions in accordance with state law.

SUMMARY:

As a regular practice, following the City Council's reorganization in December, the City Council reviews the "Other Agencies" list of Commissions, Boards, and Committees, to which it appoints individuals to represent the City during the forthcoming year. This list is included as an attachment to this report.

City Council "Other Agencies" Appointed Representatives

January 12, 2021

Page 2

Orange County Mosquito and Vector Control District

The current representative to the Orange County Mosquito and Vector Control District is Mayor Pezold. Mayor Pezold was appointed to the Orange County Mosquito and Vector Control District on January 14, 2020, for a two-year term. It is in order for Mayor Pezold to remain as representative to the Orange County Mosquito and Vector Control District Board.

Orange County Fire Authority

Mayor Pro Tempore Sedgwick has continued to serve as Director to the Orange County Fire Authority's Board of Directors this past year. If the City Council chooses not to make any changes to this appointment, then no further action is required. However, should the City Council choose to make a change to the Director, then that action must be formalized by a Resolution, which approval will require a recorded majority vote of the total membership of the City Council. Included as an attachment to this report is the Resolution which would formalize the City Council's change in representative.

Association of California Cities – OC/Orange County Council of Governments/League of California Cities/Southern California Association of Governments

The City Council voted unanimously to suspend the memberships to the Association of California Cities – OC, the Orange County Council of Governments, the League of California Cities, and the Southern California Association of Governments at the July 10, 2020, City Council Special Meeting. These agencies have been removed from the City Representatives List as their appointments are not applicable this year.

Form 806

The Fair Political Practices Commission has mandated that Form 806 be used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. Each agency must post on its website a single Form 806 which lists all the paid appointment positions. When there is a change in compensation, or a new appointment, Form 806 must be updated to reflect the change. Included as an attachment to this report is a copy of the currently posted Form 806.

City Council "Other Agencies" Appointed Representatives
January 12, 2021
Page 3

ATTACHMENTS:

- City Representatives List
- Resolution for OCFA Director Change
- Form 806 - Public Agency Appointments

CITY OF LAGUNA HILLS CITY REPRESENTATIVES

<u>NAME OF AGENCY/COMMITTEE</u>	<u>REPRESENTATIVES</u>	<u>DATE APPOINTED</u>
Audit Committee	White Pezold Wheeler	01/09/2018 02/12/2019 02/12/2019
Operational Area Council (Emergency)	Representative: Mayor Alternate: Mayor Pro Tempore	12/10/1996 12/14/1999
Orange County Fire Authority	Director: Sedgwick	01/13/2015
OC Public Libraries Library Advisory Board	Representative: Wheeler Alternate: Pezold	01/14/2020 01/14/2020
Orange County Mosquito & Vector Control District	Trustee Member: Pezold	01/14/2020
South Orange County Watershed Management Area Executive Committee	Member: Pezold Alternate: Wheeler	02/12/2019 02/12/2019
Transportation Corridor Agency -San Joaquin Hills Transportation Corridor Agency	Director: Heft Alternate Director: Pezold	03/01/2018 02/12/2019

January 5, 2021

RESOLUTION NO. 2021-01-12-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, DESIGNATING AND
APPOINTING ITS REPRESENTATIVE TO THE ORANGE
COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City as a "member" of the Orange County Fire Authority Joint Powers Authority (JPA) is entitled to appoint a representative director ("Director") to the Orange County Fire Authority's Board of Directors; and

WHEREAS, each member agency, by Resolution of its governing body, shall designate and appoint one representative to act as its Director on the Authority Board of Directors, except the County whose Board of Supervisors shall appoint two representatives to act as its Directors; and

WHEREAS, each Director shall be a current elected member of the governing body; and

WHEREAS, each Director shall hold office until the selection of a successor by the appointing body; and

WHEREAS, each Director is to serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole direction of that appointing body; and

WHEREAS, any vacancy shall be filled in the same manner as the original appointment of a Director.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Designate and appoint _____ as its Director to the Orange County Fire Authority Board of Directors.

SECTION 2. That the City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 12th day of January 2021.

ERICA PEZOLD, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2021-01-12-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 12th day of January 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution for OCFA Director Change (2285 : City Council "Other Agencies" Appointed Representatives)

Agency Report of: Public Official Appointments

A Public Document

1. Agency Name City of Laguna Hills			California Form 806 For Official Use Only
Division, Department, or Region (If Applicable)			
Designated Agency Contact (Name, Title) Melissa Au-Yeung, Deputy City Manager			
Area Code/Phone Number 949/707-2621	E-mail mau-yeung@lagunahillsca.gov	Page 1 of 1	Date Posted: 01/07/2020 (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Orange County Fire Authority	Name <u>Sedgwick, Don</u> (Last, First) Alternate, if any <u>None</u> (Last, First)	Appt Date <u>01 / 13 / 15</u> Length of Term <u>undefined</u>	Per Meeting: \$ <u>100-300 max.</u> Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☒ <u>\$3,600</u> Other
Transportation Corridor Agency (San Joaquin Hills Transportation Corridor Agency)	Name <u>Heft, Janine</u> (Last, First) Alternate, if any <u>Pezold, Erica</u> (Last, First)	Appt Date <u>03 / 01 / 18</u> Length of Term <u>undefined</u>	Per Meeting: \$ <u>120</u> Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☒ \$1,001-\$2,000 ☐ Other
	Name _____ (Last, First) Alternate, if any _____ (Last, First)	Appt Date ____ / ____ / ____ Length of Term _____	Per Meeting: \$ _____ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ Other
	Name _____ (Last, First) Alternate, if any _____ (Last, First)	Appt Date ____ / ____ / ____ Length of Term _____	Per Meeting: \$ _____ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.


 Signature of Agency Head or Designee

Donald J. White

Print Name

City Manager

Title

01/06/2020

(Month, Day, Year)

Comment:



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 12, 2021
TO: Mayor and Council Members
FROM: Erica Pezold
Mayor
ISSUE: Proposed Modifications to the City Council Meeting Agenda Format

RECOMMENDATION: Mayor Pezold recommends that the City Council direct staff to prepare a Resolution to make specified modifications to the City Council Meeting Agenda format for the City Council's consideration at a future meeting.
