



Joshua Sweeney
Mayor

Don Caskey
Mayor Pro Tempore

Jared Mathis
Council Member

Erica Pezold
Council Member

Dave Wheeler
Council Member

City of Laguna Hills City Council / Planning Agency

Regular Meeting Agenda
Tuesday, October 28, 2025 - 6:00 PM
(Closed Session at 5:00 p.m. when scheduled)

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

In Person Public Comments: Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to three minutes per person, as determined by the Mayor, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

Submission of Electronic Public Comments: Those wishing to make electronic public comments may submit their comments by [email to the City Clerk](#) no later than 2 hours prior to the meeting on Tuesday, October 28, 2025. 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. All comments received by the deadline on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by the deadline on Tuesday, October 28, 2025. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, X (formerly Twitter), etc.) will not be accepted.

For questions or assistance, please contact the City Clerk's Office at (949) 707-2635 or via [email](#).

General Business Convening at 6:00 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.

Invocation: Council Member Mathis

Pledge of Allegiance: Council Member Mathis

Roll Call of City Council Members

1. Presentations and Proclamations

1.1 Laguna Hills High School Student Liaison Report

Recommendation: That the City Council receive a report from Laguna Hills High School Student Liaison Ethan Keschner.

2. Schedule of Future Events

2.1 Schedule of Future Events

Recommendation: That the Community Services Director announce the upcoming meetings and events.

3. 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, as determined by the Mayor, and a total time limit of thirty minutes.

4. 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 City staff request specific items be removed from the Consent Calendar.

4.1 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.

4.2 Approval of Minutes for October 14, 2025, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the October 14, 2025, Regular Meeting.

4.3 Ratification of October 28, 2025 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from October 3, 2025, to October 16, 2025, in the amount of \$1,441,039.41.

4.4 Treasurer's Investment Report for September 2025

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of September 2025.

4.5 Measure M2 Expenditure Report FY 2024/2025

Recommendation: That the City Council: 1. Approve the M2 Expenditure Report for the fiscal year ended June 30, 2025, for submittal to the Orange County Transportation Authority and 2. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Concerning the Measure M2 (M2) Expenditure Report for the City of Laguna Hills for the Fiscal Year Ended June 30, 2025."

4.6 Approval of Parking Citation and Parking Permit Processing Agency Services Agreement with Data Ticket, Inc.

Recommendation: That the City Council approve the Parking Citation and Parking Permit Processing Agency Services Agreement with Data Ticket, Inc. and authorize the Interim City Manager to execute the agreement.

4.7 Orange County Transportation Authority Regional Traffic Signal Synchronization Project: Oso Parkway/Pacific Park Drive/Glenwood Drive Corridor

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Approving the Submittal of an Improvement Project to the Orange County Transportation Authority for Funding Under the Competitive Measure M2 Regional Traffic Signal Synchronization Program."

4.8 Resolution in Support of Funding Projects in the Federal Transportation Improvement Program

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Which Certifies that the City of Laguna Hills Has the Resources to Fund the Projects in the FFY 2026/2027 - 2031/2032 Transportation Improvement Program and Affirms Its Commitment to Implement All Projects in the Program."

4.9 Award of a Public Works Construction Contract for the FY25-26 Community Development Block Grant Curb Ramp Improvement Project, CIP 170

Recommendation: That the City Council: 1. Award the Public Works Construction Contract for the FY25/26 Community Development Block Grant Curb Ramp Improvement Project, CIP No. 170, to the lowest responsive bidder, Hardy & Harper, Inc. in the amount of \$187,410; 2. Find that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), Class 1 Existing Facilities, pursuant to CEQA Guidelines, Section 15301; 3. Reject all other bids; and 4. Authorize the Interim City Manager to sign the Public Works Construction Contract.

4.10 Informal Bidding Ordinance Use Quarterly Report for Public Works Projects

Recommendation: That the City Council receive and file the report.

4.11 Development Application Status Report

Recommendation: That the City Council receive and file the report.

Items Removed from the Consent Calendar

5. Planning Agency

5.1 Roll Call of Planning Agency Members

5.2 Public Comments

5.3 Approval of Minutes

5.4 Administrative Reports

5.5 Planning Agency Public Hearings

5.5.1 Conditional Use Permit (CUP) No. USE-0233-2025, a request by Adrian Freire of Mudd Industries, Inc. on behalf of property owners, Albert Ong and Jaynie Poon, for Approval of a Proposed Roof Deck on a Detached Rear Yard Accessory Structure Located at 25526 Lone Pine Circle

Recommendation: That the Planning Agency:

1. Conduct a public hearing;
2. Find and determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (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 (CUP) No. USE-0233-2025, a Request by Adrian Freire of Mudd Industries, Inc. on Behalf of Property Owners, Albert Ong and Jaynie Poon, for Approval of a Roof Deck Above a New Detached Rear Yard Accessory Structure with an Attached Patio Cover at 25526 Lone Pine Circle, Including an Exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Article 19 Section 15303 (Class 3, New Construction or Conversion of Small Structures)."

5.6 Planning Agency Adjournment

6. City Council Public Hearings

Public Hearing Item No. 6.1 will start promptly at 6:30p.m.

6.1 Third Public Hearing to Consider Composition of Districts for Continuing the Process to Transition to By-District Elections

Recommendation: That the City Council:

1. Receive and file districting public participation presentation prepared by the City's retained expert demographer National Demographics Corporation and
2. Conduct the Third Public Hearing necessary for continuing the process to transition to by-district elections, review and consider input regarding the composition of districts from interested members of the public, review districting process to date, review draft maps, and provide further direction to City staff.

7. Administrative Reports

7.1 Interim City Manager

7.1.1 Agreement with Cityside Fiber to Co-Locate Fiber Optic Cable in the City's Traffic Signal Interconnect Conduits

Recommendation: That the City Council:

1. Approve the License Agreement with Cityside Fiber subject to minor revisions by the Interim City Manager and the City Attorney;
2. Authorize the Interim City Manager to sign the Agreement; and
3. Authorize the use of the official city seal by Cityside Fiber and the Laguna Hills Chamber of Commerce for a ribbon cutting event planned for November 20, 2025.

7.2 Finance Director

7.2.1 Retired Annuitant Employment Agreement

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Approving and Authorizing the Interim City Manager to Appoint a Retired Annuitant to Serve as Interim Community Services Director During Temporary Absence of Current Community Services Director."

7.3 Community Development Director

7.3.1 City of Laguna Hills Business Recognition Program

Recommendation: That the City Council:

1. Consider and approve a City Council Policy to establish a Business Recognition Program that acknowledges outstanding Laguna Hills businesses that demonstrate leadership, community impact, innovation, or significant economic contributions, thereby promoting economic vitality and fostering civic pride and
2. Adopt a Resolution entitled, "A Resolution of the City Council of the City of Laguna Hills, California, Adopting City Council Policy No. 370 Entitled "Business Recognition Program."

7.4 Chief of Police Services

7.4.1 Public Safety Update

Recommendation: That the City Council receive an update on public safety activities.

8. Matters Agendized and Presented by City Council Members

9. City Council Member Committee Reports

9.1 Committee Assignment Report

Recommendation: That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. City Council Member Comments

Adjournment

Adjourned to an Adjourned Regular Meeting on November 18, 2025, at 6:00 p.m., in the City Council Chambers located at 24035 El Toro Road, Laguna Hills, California. The regular meetings scheduled for November 11, 2025 and November 25, 2025, have been cancelled.

CERTIFICATION

I, JENNIFER LEE, 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 October 24, 2025, at 5:00p.m.



Jennifer Lee, CMC, City Clerk

It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please 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. In addition, such writings or documents will be made available for public review on the City's website at: <https://www.lagunahillsca.gov/supplementalagenda> and at the respective public meeting.

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: October 28, 2025
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: Schedule of Future Events

Recommendation: That the Community Services Director announce the upcoming meetings and events.

Meetings:

City Council/Planning Agency Regular Meetings

Tuesday, November 18th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Tuesday, December 9th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Events, Communication, & Beautification Committee Meeting

Monday, November 10th, 10:00 a.m., Laguna Hills Civic Center Admin Conference Room

Traffic Commission Regular Meeting

Wednesday, November 19th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Workshops:

[Community Districting Workshop](#)

Thursday, November 6th, 6:00 p.m., Laguna Hills Community Center Heritage Room

Closures:

City Facility Closure

Tuesday, November 11th, Laguna Hills Civic Center and Laguna Hills Community Center

Events:

[“The Goonies” Movie & Trivia Night](#)

Wednesday, October 29th, 7:15 p.m. – 9:45 p.m., Laguna Hills Community Center Heritage Room

[Excursion to Historic Yorba Cemetery & Tour](#)

Saturday, November 1st, 9:00 a.m. – 12:30 p.m., meet at Laguna Hills Community Center

[Excursion to Old Town San Diego during 'Dia de los Muertos'](#)

Saturday, November 1st, 1:00 p.m. – 10:00 p.m., meet at the Laguna Hills Community Center

[Excursion to Mission Inn during Festival of Lights](#)

Sunday, November 30th, 1:00 p.m. – 10:00 p.m., meet at the Laguna Hills Community Center

Attachments:

1. Workshop and Event Flyer(s)

COMMUNITY DISTRICTING WORKSHOP

Join Us for a Community Workshop on Districting

The City of Laguna Hills invites you to attend a public workshop to learn about the districting process and share your input.

National Demographics Corporation (NDC) will give an introductory presentation explaining the districting process. Following the presentation, members of the public are encouraged to share their thoughts, ask questions, have open dialog, and provide public testimony.

*Your voice matters—help shape
the future of Laguna Hills!*



Thursday, November 6th
6:00 PM



Laguna Hills
Community Center
25555 Alicia Pkwy
Heritage Room



For more information, contact
Jennifer Lee, City Clerk, CMC
jlee@lagunahillsca.gov

Visit Our Website

www.lagunahillsca.gov/districting



..... Ciudad de Laguna Hills

TALLER DE DISTRITACIÓN COMUNITARIA

Únase a nosotros para un taller comunitario sobre distritos

La Ciudad de Laguna Hills lo invita a asistir a un taller público para aprender sobre el proceso de distritos y compartir sus comentarios.

La Corporación Nacional de Demografía (NDC) ofrecerá una presentación introductoria sobre el proceso de demarcación de distritos. Tras la presentación, se anima al público a compartir sus opiniones, hacer preguntas, dialogar abiertamente y ofrecer su testimonio.

¡Tu voz importa--ayuda a dar forma al futuro de Laguna Hills!



Jueves, Noviembre 6th
6:00 PM



**Centro Comunitario de
Laguna Hills**
25555 Alicia Pkwy
Heritage Room



Para más información, contacta
Jennifer Lee, City Clerk, CMC
jlee@lagunahillsca.gov

Visita el sitio web

www.lagunahillsca.gov/districting



"The Goonies" Movie & Trivia Night



Come down to the Community Center for a special feature and festivities in celebration of a classic adventure film, **THE GOONIES** in celebration of the movie's release 40 years ago which stars Sean Astin, Josh Brolin, Jeff Cohen, and Corey Feldman. **THE GOONIES** age rating is PG and recommended for ages 13+. Thereafter, we will test your knowledge in a round of trivia. Popcorn will be provided on-site and feel welcome to bring a blanket or beach chair to enjoy the movie in the front of our Heritage room. However, chairs and tables will be available further away. Feel free to bring snacks or bring a dish as this event encourages a potluck-style banquet. Registration is limited to room capacity so save your spot.



Class# 1909

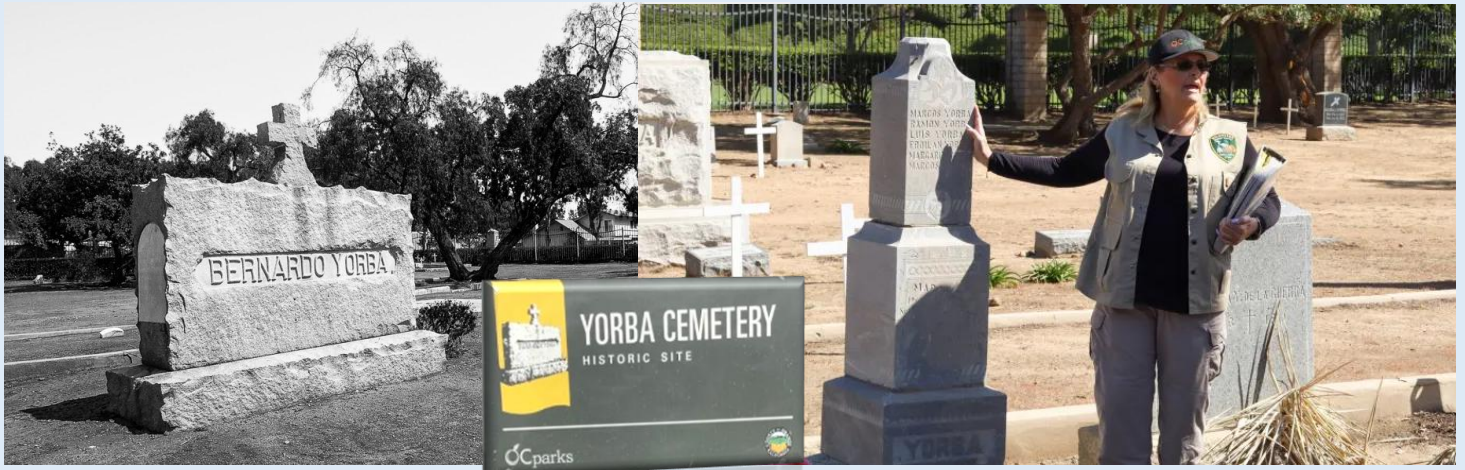
10/29 7:15PM-9:45PM Wednesday

Fee: Resident \$0, Non-Resident \$0

Like us on  at www.facebook.com/lagunahillscscc

To register or for more information, please call (949) 707-2680 or visit www.lagunahillsca.gov

Excursion to Historic Yorba Cemetery & Tour



Join us as we travel to the neighborhood of Woodgate Park, to experience a tour of one of the oldest cemeteries in Orange County at Yorba Cemetery. The cemetery was established on land originally part of Bernardo Yorba's 13,000-acre Rancho Cañon de Santa Ana, the Canyon of Saint Anne, granted to him in 1834. After his death in 1858, Bernardo's will deeded property to the Catholic Church containing the San Antonio Chapel and the cemetery. Residents of the Santa Ana Canyon, many of them descendants of pioneering rancho-era families, were buried at this cemetery from 1860 till the cemetery's closure in 1939. Today, the Yorba Cemetery is a historical site operated by Orange County Parks. Be sure to dress in layers, bring plenty of water, and wear good footwear. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

Class# 1775

11/1 9:00AM-12:30PM Saturday

Fee: Resident \$5, Non-Resident \$10

Like us on  at www.facebook.com/lagunahillsc

To register or for more information, please call (949) 707-2680 or visit

www.lagunahillsc.gov

Excursion to Old Town San Diego during 'Día de los Muertos'



Venture with us to Old Town San Diego's celebration of 'Día de los Muertos'. Partake in the experience of this celebration of the history, culture, and heritage in the region that honors one of its most important holidays. Bring a sack lunch or purchase while exploring Old Town San Diego. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. **No refunds or transfers for this event.**

***Registration starts on August 12, 2025**

Class# 1776

11/1 1:00PM-10:00PM Sat

Fee: Resident \$20, Non-Resident \$25

Like us on  at www.facebook.com/lagunahillscs

To register or for more information, please call (949) 707-2680 or visit

www.lagunahillscsca.gov

Excursion to Festival of Lights



Join us on the van for a visit to Mission Inn during the world-famous Festival of Lights. Over three million lights and more than 350 animated figures adorn the exterior of this National Heritage Landmark. Take a self-guided tour of the decorated Mission Inn that might also include carolers dressed in Victorian costumes. California's most famous light extravaganza is turned on at approximately 5:00 pm and there will be free time to explore and enjoy supper at one of the Main Street eateries—**advance reservations are highly advised. Please Note: This event does not include a paid tour of the grounds** but, if you wish to partake in their tour separate arrangements will need to be arranged. Participants meet at the Laguna Hills Community Center where City staff will provide transportation **No refunds or transfers for this event.**

***Registration starts on August 12, 2025**

Class# 1777

11/30 1:00PM-10:00PM Sunday

Fee: Resident \$25, Non-Resident \$30

Like us on  at www.facebook.com/lagunahillscs

To register or for more information, please call (949) 707-2680 or visit

www.lagunahillscsca.gov

**City of Laguna Hills
City Council / Planning Agency
Regular Meeting
Minutes
Tuesday, October 14, 2025**

Closed Session - Convening at 5:00 PM

Call to Order

The meeting was called to order at 5:00 p.m. by Mayor Sweeney.

Roll Call of City Council Members

Present:

Mayor Joshua Sweeney
Mayor Pro Tempore Don Caskey
Council Member Erica Pezold
Council Member Jared Mathis
Council Member Dave Wheeler

Absent:

Announcement of Closed Session Item(s)

A. Public Employee Appointment and Employment

Pursuant to Government Code Section 54957(b)(1)
Title: City Manager

Public Comments on Closed Session Item(s)

There were no public comments on the closed session item.

Convene into Closed Session

Reconvene to City Council Chamber

The City Council reconvened to the City Council Chamber at 6:00 p.m.

Closed Session Report

A. Public Employee Appointment and Employment

Pursuant to Government Code Section 54957(b)(1)
Title: City Manager

City Attorney Simonian stated that the City Council convened into closed session pursuant to the authorities listed on the Agenda and reported that the City Council unanimously voted to appoint Bob Wingenroth as the next City Manager of the City of Laguna Hills.

General Business Convening at 6:00 PM

Call to Order

The meeting was called to order at 6:01 p.m. by Mayor Sweeney.

Invocation: Mayor Pro Tempore Caskey

Pledge of Allegiance: Mayor Pro Tempore Caskey

Roll Call of City Council Members

Present:

Mayor Joshua Sweeney
Mayor Pro Tempore Don Caskey
Council Member Erica Pezold
Council Member Jared Mathis
Council Member Dave Wheeler

Absent:

1. Presentations and Proclamations

1.1 Laguna Hills High School Student Liaison Report

The City Council received a report from Laguna Hills High School Student Liaison Sophia Kim.

2. Schedule of Future Events

2.1 Schedule of Future Events

Community Services Director Gannon announced the upcoming meetings and events.

3. Public Comments

The following individual(s) provided public comments on non-agendized items:

Susan Stromswold
Tyler McCourtney

City Attorney Simonian provided comments regarding CR&R services.

4. Consent Calendar

The following individual(s) submitted an electronic public comment on Consent Calendar Item No. 4.9 that was received, forwarded to the City Council prior to the meeting, posted on the City's website, and announced into the record by City Clerk Lee:

Zachary McKinley

The following individual(s) provided public comments on Consent Calendar Item No. 4.9:

Andie Chan

A motion to approve the balance of the Consent Calendar with Council Member Wheeler removing Item No. 4.8 and Item No. 4.10 and Council Member Pezold removing Item No. 4.11 was moved by Council Member Wheeler, seconded by Council Member Pezold.

Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Pezold, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

4.1 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.

4.2 Approval of Minutes for September 19, 2025, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the September 19, 2025, Special Meeting.

4.3 Approval of Minutes for September 23, 2025, Regular Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the September 23, 2025, Regular Meeting.

4.4 Approval of Minutes for October 7, 2025, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the October 7, 2025, Special Meeting.

4.5 Ratification of October 14, 2025 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from September 12, 2025, to October 2, 2025, in the amount of \$1,311,171.62.

4.6 Development Impact Fees Report for Fiscal Year 2024-2025

Recommendation: That the City Council approve the Fiscal Year 2024-2025 Development Impact Fees Annual Report pursuant to California Government Code Section 66006.

4.7 Annual Review of Investment and Portfolio Policy and Delegation of Investment Authority to the City Treasurer

Recommendation: That the City Council adopt Resolution No. 2025-10-14-1: "A Resolution of the City Council of the City of Laguna Hills, California, delegating investment authority to the City Treasurer and approving a policy for the investment of City funds and rescinding Resolution No. 2024-10-22-1."

4.9 Resolution of Opposition to Proposition 50

Recommendation: That the City Council adopt Resolution No. 2025-10-14-2: "A Resolution of the City Council of the City of Laguna Hills, California, Adopting a Position of Opposition to Proposition 50, "Election Rigging Response Act," on the 2025 California Statewide Special Election Ballot."

Items Removed from the Consent Calendar

4.8 Proposed Amendment No. 1 to Amended and Restated Agreement to Commission Original Art Work for 3rd Battalion, 5th Marines Darkhorse Bronze Memorial Sculpture with Brittany Ryan Studio, LLC

Recommendation: That the City Council approve and authorize the Interim City Manager to execute Amendment No. 1 to Amended and Restated Agreement to Commission Original Art Work for 3rd Battalion, 5th Marines Darkhorse Bronze Memorial Sculpture with Brittany Ryan Studio, LLC.

Council Member Wheeler removed Item No. 4.8 from the Consent Calendar to request additional information.

Interim City Manager Ames responded to Council Member requests for additional information.

Finance Director Hendrickson responded to Council Member requests for additional information.

A motion to approve staff's recommendation was moved by Council Member Wheeler, seconded by Council Member Mathis.

Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Pezold, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

4.10 Multi-Way Stop Control at Bridlewood Drive and Vista Viejo Road

Recommendation: That the City Council adopt Resolution No. 2025-10-14-3: "A Resolution of the City Council of the City of Laguna Hills, California, Designating the Intersection of Bridlewood Drive and Vista Viejo Road as a Multi-Way Stop Intersection and Authorizing the Installation of Multi-Way Stop Controls on Sunburst Avenue on Bridlewood Drive and on Vista Viejo Road."

Council Member Wheeler removed Item No. 4.10 from the Consent Calendar to request additional information.

Interim City Manager Ames responded to Council Member requests for additional information.

Chief of Police Services Captain Burk responded to Council Member requests for additional information.

At Mayor Sweeney's request, Traffic Commissioner Miller responded to Council Member requests for additional information.

A motion to approve staff's recommendation was moved by Council Member Wheeler, seconded by Council Member Mathis.

Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Pezold, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

Mayor Sweeney took Item No. 6.1 out of order on the Agenda to start the public hearing at the scheduled fixed time of 6:30p.m.

6. City Council Public Hearings

6.1 Second Public Hearing to Consider Composition of Districts for Commencing the Process to Transition to By-District Elections

Recommendation: That the City Council: 1. Receive and file districting public participation presentation prepared by the City's retained expert demographer National Demographics Corporation and 2. Conduct the Second Public Hearing necessary for commencing the process to transition to by-district elections, review and consider input regarding the composition of districts from interested members of the public, and provide further direction to City staff.

Council Member Pezold does not have a legal conflict of interest; however, due to a potential ethical conflict of interest arising from her friendship with attorney Michelle R. Jackson, she recused herself from the item.

City Attorney Simonian reviewed the information provided in the staff report and responded to Council Member requests for additional information.

Dr Justin Levitt, Vice-President, National Demographics Corporation (NDC) provided a PowerPoint presentation and responded to Council Member requests for additional information.

Interim City Manager Ames responded to Council Member requests for additional information.

City Clerk Lee responded to Council Member requests for additional information.

Mayor Sweeney opened the public hearing.

Mayor Sweeney closed the public hearing.

A motion to approve staff's recommendation was moved by Mayor Pro Tempore Caskey, seconded by Council Member Mathis.

Vote Result: Passed

Yes 3, No 1, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Mathis

Nays: Council Member Wheeler

Abstain: None

Items Removed from the Consent Calendar (continued)

4.11 2025 Holiday Lighting and Decorations Agreement with Trovao and Associates, Inc. dba The Christmas Light Guy Company

Recommendation: That the City Council: 1. Waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.090 with regard to approval of the proposed Holiday Lighting and Decorations Agreement with Trovao and Associates, Inc. dba The Christmas Light Guy Company, as it is hereby found and determined, pursuant to LHMC Section 3-08.110, that the recommended contract is for entertainment services and community support and 2. Approve the proposed Holiday Lighting and Decorations Agreement and authorize the Interim City Manager to execute the Agreement.

Council Member Pezold rejoined the meeting at 7:17 p.m.

Council Member Pezold removed Item No. 4.11 from the Consent Calendar to request additional information.

Community Services Director Gannon responded to Council Member requests for additional information.

City Attorney Simonian responded to Council Member requests for additional information.

A motion to approve staff's recommendation was moved by Council Member Pezold, seconded by Mayor Pro Tempore Caskey.

Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Pezold, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

5. Planning Agency

There were no separate Planning Agency Business Items for this meeting.

7. Administrative Reports

7.1 Interim City Manager

7.1.1 Review of Funding Needs for City-Owned Buildings, Streets, Parks, Open Spaces, and Other Infrastructure

Recommendation: That the City Council: 1. Receive and file the report concerning City-owned buildings and streets and 2. Direct the Interim City Manager to develop and release Requests for Proposals for the development of a Parks and Open Space Needs Assessment, and a Storm Drain and Bridge Infrastructure Needs Assessment.

Interim City Manager Ames reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

A motion to approve staff's recommendation was moved by Council Member Wheeler, seconded by Council Member Mathis.

Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Pezold, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

7.1.2 Removal of Juniper Shrubs along Paseo de Valencia between La Paz Road and Alicia Parkway

Recommendation: That the City Council provide direction to City staff.

Interim City Manager Ames reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

The following individual(s) submitted an electronic public comment on Item No. 7.1.2 that was received, forwarded to the City Council prior to the meeting, posted on the City's website, and announced into the record by City Clerk Lee:

Martha Morrissey	Emily Zeif	Christopher Zeif
Stephanie Riddle	Martha Harcherl	Stephen Morrissey
Marilyn Schultheis		

OCFA Fire Division Chief Summers responded to Council Member Requests for additional information.

City Attorney Simonian responded to Council Member requests for additional information.

A motion to approve staff's recommendation to use Specialty Mowing Services for removal and DMS Facility Services for replanting while also incorporating Rooted Volunteer Campaign events to assist with replanting was moved by Council Member Pezold, seconded by Council Member Mathis.

Vote Result: Passed
Yes 5, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Pezold, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

7.2 City Attorney

7.2.1 City Manager Employment Agreement

Recommendation: That the City Council adopt Resolution No.2025-10-14-4: "A Resolution of the City Council of the City of Laguna Hills, California, Approving and Authorizing the Mayor to Execute a New City Manager Employment Agreement."

Mayor Sweeney provided introductory remarks on the item and welcomed Bob Wingenroth to the City of Laguna Hills.

Newly Appointed City Manager Wingenroth provided comments.

City Attorney Simonian orally reported a summary of the recommendation for final action on the compensation of the City Manager as required per Government Code section 54953.

A motion to approve staff's recommendation was moved by Mayor Pro Tempore Caskey, seconded by Council Member Pezold.

Roll Call Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Pezold, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

8. Matters Agendized and Presented by City Council Members

There were no matters agendized by City Council Members.

9. City Council Member Committee Reports

9.1 Committee Assignment Report

The City Council received reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. City Council Member Comments

Mayor Sweeney

Mayor Sweeney reported on the United Nations University's Japan-United States Leadership Summit he recently attended and indicated that he will be bringing a report of the conference to a future meeting.

Council Member Pezold

Council Member Pezold provided comments on Mayor Sweeney's recently attended summit.

Council Member Pezold provided comments regarding the need for bathrooms and seating at Costeau Park and requested staff to look into the issue.

Council Member Wheeler

Council Member Wheeler provided comments on Mayor's Sweeney's recently attended summit.

Council Member Mathis

Council Member Mathis provided comments on decorum.

Council Member Caskey

Council Member Caskey provided comments on decorum and indicated that he looks forward to Mayor's Sweeney's report on the recently attended summit.

Adjournment

There being no further business before the City Council at this session, Mayor Sweeney declared the meeting adjourned at 8:54 p.m.

Jennifer Lee, City Clerk

ATTEST:

Joshua Sweeney, Mayor

Approved at meeting of October 28, 2025.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Ratification of October 28, 2025 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from October 3, 2025, to October 16, 2025, in the amount of \$1,441,039.41.

Background:

The City issues accounts payable disbursements on a regular basis and presents it to the 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 October 3, 2025, to October 16, 2025, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Fiscal Impact:

Ratification of the accompanying Warrant Register includes disbursements totaling \$1,441,039.41.

Attachments:

1. Warrant Register - October 28, 2025
2. Payables Detail Report - October 28, 2025



City of Laguna Hills, CA

Warrant Register - October 28, 2025

By Check Number

Date Range: 10/03/2025 - 10/16/2025

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
5746	A-0388	ABTECH TECHNOLOGIES, INC.	10/13/2025	9,540.00
5747	Z-CD-0529	AL TOOSI	10/13/2025	100.00
5748	A-0138	ALL CITY MANAGEMENT, INC.	10/13/2025	9,256.96
5749	A-0360	ARC DOCUMENT SOLUTIONS, LLC	10/13/2025	4,429.87
5750	B-0222	BILL'S SOUND AND SECURITY	10/13/2025	420.00
5751	B-0460	BLUETRITON BRANDS INC	10/13/2025	166.85
5752	Z-CD-0316	BOVEE ROOFING	10/13/2025	180.00
5753	C-1144	CHARLES ABBOTT ASSOCIATES, INC	10/13/2025	107,552.74
5754	C-0324	CITY OF MISSION VIEJO	10/13/2025	5,375.83
5755	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	10/13/2025	3,644.70
5756	D-0523	DUDEK	10/13/2025	38,025.18
5757	F-0725	FASTSIGNS OF LAKE FOREST	10/13/2025	921.08
5758	F-0722	FOSTER AND FOSTER CONSULTING ACTUARIES, INC.	10/13/2025	1,700.00
5759	Z-CD-0531	FOX ROOFING DESIGN INC.	10/13/2025	870.00
5760	S-2315	GEORGIA SHEPHERD	10/13/2025	387.60
5761	H-0971	H.S.G. PROFESSIONAL WINDOW CLEANERS, LLC	10/13/2025	514.00
5762	I-0942	IRVINE RANCH WATER DISTRICT	10/13/2025	250.30
5763	J-1097	JACOB GREEN & ASSOCIATES, INC	10/13/2025	8,436.49
5764	J-1057	JAMEY CLARK, INC.	10/13/2025	2,278.27
5765	Z-CD-0533	JIM ELSEL	10/13/2025	251.00
5766	Z-CD-0530	LAWRENCE WILLIAMS	10/13/2025	1,740.00
5767	N-1498	NOBEL SYSTEMS, INC.	10/13/2025	38,400.00
5768	O-1617	OCY MANAGEMENT, LLC	10/13/2025	3,420.00
5769	C-1003	ORANGE COUNTY TREASURER-TAX COLLECTOR	10/13/2025	2,688.00
5770	Z-CD-0532	PETE MARTINI	10/13/2025	500.00
5771	S-2322	SAGECREST PLANNING AND ENVIRONMENTAL	10/13/2025	9,420.00
5772	S-1902	SAN DIEGO GAS AND ELECTRIC	10/13/2025	12,550.91
5773	S-2060	SAN DIEGO NATURAL HISTORY MUSEUM	10/13/2025	810.00
5774	S-2319	SCA OF CA, LLC	10/13/2025	155.00
5775	S-2337	SMASHVENT LLC / OC FUN EVENTS	10/13/2025	560.00
5776	O-1575	SOUTHERN CALIFORNIA NEWS GROUP	10/13/2025	2,799.70
5777	S-2295	SOUTHERN COMPUTER WAREHOUSE	10/13/2025	5,100.00
5778	S-2299	SPECIALTY MOWING SERVICES, INC.	10/13/2025	87,562.86
5779	T-2712	TOTAL SOURCE OFFICEWORKS	10/13/2025	62.47
5780	V-2224	VERIZON WIRELESS	10/13/2025	862.91
5781	W-2337	WEST COAST ARBORISTS, INC.	10/13/2025	28,366.58
5782	P-1858	JOSE A PERAZA dba PARTY LIFE	10/16/2025	350.00
5783	M-1302	MOULTON NIGUEL WATER DISTRICT	10/16/2025	14,801.05
5784	S-1904	SOUTHERN CALIFORNIA EDISON	10/16/2025	14,461.19
5785	S-1904	SOUTHERN CALIFORNIA EDISON	10/16/2025	5,600.75
Total Regular:				424,512.29

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0003233	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	10/09/2025	7,308.00
DFT0003235	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	10/16/2025	1,009,219.12
Total Bank Draft:				1,016,527.12

Bank Code 1 - General Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	55	40	0.00	424,512.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	1,016,527.12
EFT's	0	0	0.00	0.00
	57	42	0.00	1,441,039.41

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	55	40	0.00	424,512.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	1,016,527.12
EFT's	0	0	0.00	0.00
	57	42	0.00	1,441,039.41

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash & Investments	10/2025	1,441,039.41
			1,441,039.41



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 10/03/2025 - 10/16/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
10/09/2025	HIGH LEVEL SECURITY SOLUTIONS, INC.	5988	Private Security Patrol, 9/22/25 - 10/5/25	100-420-720850	7,308.00
10/13/2025	SOUTHERN CALIFORNIA NEWS	0011752073	Legal Advertising, Sep '25	100-155-624001	854.67
10/13/2025	SOUTHERN CALIFORNIA NEWS	0011753171	Legal Advertising, Sep '25	100-155-624001	206.67
10/13/2025	SOUTHERN CALIFORNIA NEWS	0011753173	Legal Advertising, Sep '25	100-155-624001	273.10
10/13/2025	SOUTHERN CALIFORNIA NEWS	0011754217	Legal Advertising, USE-0221-2025, Sep '25	100-000-223000	338.77
10/13/2025	SOUTHERN CALIFORNIA NEWS	0011754273	Legal Advertising, USE-0147-2023, Sep '25	100-000-223000	346.14
10/13/2025	SOUTHERN CALIFORNIA NEWS	0011755170	Legal Advertising, Sep '25	100-155-624001	421.18
10/13/2025	SOUTHERN CALIFORNIA NEWS	0011755172	Legal Advertising, Sep '25	100-155-624001	359.17
10/13/2025	BLUETRITON BRANDS INC	0518710008221	Operating Supplies, Comm Ctr, 8/25/25 - 9/24/25	100-310-622000	166.85
10/13/2025	IRVINE RANCH WATER DISTRICT	100225	Utilities - Water, 9/1/25 - 10/1/25	100-355-635000	250.30
10/13/2025	SAN DIEGO GAS AND ELECTRIC	100225	Utilities - Electric, 9/1/25 - 9/30/25	100-356-631400	12,550.91
10/13/2025	GEORGIA SHEPHERD	100925	BJ's Restaurants	100-155-622000	25.00
10/13/2025	GEORGIA SHEPHERD	100925	Chick-fil-A	100-155-622000	25.00
10/13/2025	GEORGIA SHEPHERD	100925	Chick-fil-A	100-155-622000	25.00
10/13/2025	GEORGIA SHEPHERD	100925	Farmer Boys	100-155-622000	24.76
10/13/2025	GEORGIA SHEPHERD	100925	Farmer Boys	100-155-622000	24.76
10/13/2025	GEORGIA SHEPHERD	100925	Chick-fil-A	100-155-622000	18.31
10/13/2025	GEORGIA SHEPHERD	100925	USPS	100-195-623000	10.50
10/13/2025	GEORGIA SHEPHERD	100925	South OC City Engineers	100-355-611000	72.00
10/13/2025	GEORGIA SHEPHERD	100925	South OC City Engineers	100-355-611000	28.00
10/13/2025	GEORGIA SHEPHERD	100925	South OC City Engineers	100-355-611000	72.31
10/13/2025	GEORGIA SHEPHERD	100925	Krispy Kreme	100-355-622000	61.96
10/13/2025	ALL CITY MANAGEMENT, INC.	103690	Crossing Guard Services, 9/14/25 - 9/27/25	100-420-720822	9,256.96
10/13/2025	ARC DOCUMENT SOLUTIONS, LLC	12922326	Printing Services, USE-0147-2023, Sep '25	100-000-223000	4,429.87
10/13/2025	SMASHVENT LLC / OC FUN EVENTS	1566508289351731	Harvest in the Hills, Face Painters, 10/18/25	100-310-695500	560.00
10/13/2025	NOBEL SYSTEMS, INC.	16236	GeoView Annual Subscription, 7/1/26 - 10/31/26	100-000-140000	12,800.00
10/13/2025	NOBEL SYSTEMS, INC.	16236	GeoView Annual Subscription, 11/1/25 - 6/30/26	100-195-700090	25,600.00
10/13/2025	FASTSIGNS OF LAKE FOREST	2016-21857	Comm Ctr Maps, Print & Installation, Oct '25	100-310-624500	921.08
10/13/2025	DUDEK	202505859	Professional Svcs, USE-0166-2023, 5/24/25-6/27/25	100-000-223000	38,025.18
10/13/2025	SPECIALTY MOWING SERVICES, INC.	2109	Weed Abatement, Oso Pkwy, Oct '25	100-355-720730	87,562.86
10/13/2025	CITY OF MISSION VIEJO	21526	Homelessness Outreach, Sep '25	100-310-720302	5,375.83
10/13/2025	WEST COAST ARBORISTS, INC.	234516	Tree Trimming Services, 9/1/25 - 9/15/25	100-355-720702	28,366.58
10/13/2025	JACOB GREEN & ASSOCIATES, INC	3115	Recruitment Services, Sep '25	100-195-617000	8,436.49
10/13/2025	FOSTER AND FOSTER CONSULTING ACTUARIES, INC.	38210	GASB 68 Report Preparation	100-155-700050	1,700.00
10/13/2025	TOTAL SOURCE OFFICEWORKS	40046	Operating Supplies, Sep '25	100-225-622000	62.47
10/13/2025	CROSTOWN ELECTRICAL AND DATA, INC.	4296-25-009	Traffic Signal Maintenance, Sep '25	100-356-720420	3,644.70
10/13/2025	BILL'S SOUND AND SECURITY	46778	Fire Alarm Monitoring, Oct - Dec '25	100-310-630000	420.00
10/13/2025	SAGECREST PLANNING AND ENVIRONMENTAL	5387	Contract Staffing Services, Aug '25	100-225-720512	9,150.00
10/13/2025	SAGECREST PLANNING AND ENVIRONMENTAL	5422	Plan Check Fee, USE-0233-2025, Aug '25	100-000-223000	270.00

Payables Detail Report
Payment Dates: 10/03/2025 - 10/16/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
10/13/2025	VERIZON WIRELESS	6124448776	Communications Expense, 8/26/25 - 9/25/25	100-195-630000	862.91
10/13/2025	CHARLES ABBOTT ASSOCIATES, INC	69413	Professional Services, Sep '25	100-225-700000	35,304.67
10/13/2025	CHARLES ABBOTT ASSOCIATES, INC	69426 - A (Park Bulletin B	Park Bulletin Board, Sep '25	100-355-720401	1,246.80
10/13/2025	CHARLES ABBOTT ASSOCIATES, INC	69426 - B (Facility Sump f	Civic Center Sump Pump Maintenance, Sep '25	100-355-720401	623.40
10/13/2025	CHARLES ABBOTT ASSOCIATES, INC	69426 - C (CMS Board Pla	CMS Board Placement, Sep '25	100-355-720401	467.55
10/13/2025	CHARLES ABBOTT ASSOCIATES, INC	69427	Interim Principal Project Manager, Sep '25	100-355-700000	16,975.00
10/13/2025	JAMEY CLARK, INC.	76987	Graffiti Removal, Public Works, Sep	100-355-720500	585.00
10/13/2025	JAMEY CLARK, INC.	77007	Graffiti Removal, Public Works, Sep	100-355-720500	768.00
10/13/2025	JAMEY CLARK, INC.	77013	Graffiti Removal, Public Works, Oct	100-355-720500	925.27
10/13/2025	AL TOOSI	BLDR-0123-2025	BLDR-0123-2025, C&D Refund, REC-014936-2025	100-000-227001	100.00
10/13/2025	LAWRENCE WILLIAMS	BLDR-0258-2025	BLDR-0258-2025, C&D Refund, REC-015316-2025	100-000-227001	1,740.00
10/13/2025	FOX ROOFING DESIGN INC.	BLDR-0282-2025	BLDR-0282-2025, C&D Refund, REC-015372-2025	100-000-227001	870.00
10/13/2025	JIM HELSEL	ELER-0156-2025	ELER-0156-2025, Permit Cancel, REC-015477-2025	100-000-221011	1.00
10/13/2025	JIM HELSEL	ELER-0156-2025	ELER-0156-2025, Permit Cancel, REC-015477-2025	100-000-442000	250.00
10/13/2025	H.S.G. PROFESSIONAL WINDOW CLEANERS. LLC	INHSG2526	Exterior Window Cleaning, Sep '25	100-310-645500	514.00
10/13/2025	SOUTHERN COMPUTER WAREHOUSE	INV00852128	Firewall Software Subscription, 7/1/26 - 10/31/27	100-000-140000	3,400.00
10/13/2025	SOUTHERN COMPUTER WAREHOUSE	INV00852128	Firewall Software Subscription, 11/1/25 - 6/30/26	100-195-700090	1,700.00
10/13/2025	PETE MARTINI	POOLR-0006-2025	POOLR-0006-2025, Pool Bond Refund, REC-014748-2025	100-000-228001	500.00
10/13/2025	ORANGE COUNTY TREASURER-TAX COLLECTOR	SEP 25	Parking Fee Surcharge, Sep '25	100-420-720823	2,688.00
10/13/2025	SAN DIEGO NATURAL HISTORY MUSEUM	SI05245	Memorial & Fossil Addition Design Work, Sep '25	100-310-695504	810.00
10/13/2025	ABTECH TECHNOLOGIES, INC.	W206391-IN	Managed IT Services, Oct '25	100-195-700090	9,540.00
10/16/2025	MOULTON NIGUEL WATER DISTRICT	092525	Utilities - Water, 8/26/25 - 9/22/25	100-355-635000	14,801.05
10/16/2025	JOSE A PERAZA dba PARTY LIFE	100125	DJ for Circle of Friends Event Halloween Dance	100-310-695500	350.00
10/16/2025	SOUTHERN CALIFORNIA EDISON	100325 - Acct #70016247	Utilities - Electric, 8/1/25 - 9/30/25	100-355-631000	107.97
10/16/2025	SOUTHERN CALIFORNIA EDISON	100325 - Acct #70016247	Utilities - Electric, 8/1/25 - 9/30/25	100-356-631400	1,325.51
10/16/2025	SOUTHERN CALIFORNIA EDISON	100325 - Acct #70016247	Utilities - Electric, 8/1/25 - 8/31/25	100-356-631900	4,167.27
10/16/2025	SOUTHERN CALIFORNIA EDISON	100625 - Acct #7002345C	Utilities - Electric, 8/1/25 - 9/30/25	100-355-631000	799.36
10/16/2025	SOUTHERN CALIFORNIA EDISON	100625 - Acct #7002345C	Utilities - Electric, 8/1/25 - 9/30/25	100-356-631400	13,661.83
10/16/2025	OCSO LAW ENFORCEMENT	SH 72357	Law Enforcement Services, Oct '25	100-420-720800	1,009,219.12
Fund 100 - General Fund Total:					1,384,349.09
Fund: 212 - Measure M2 Fund					
10/13/2025	CHARLES ABBOTT ASSOCIATES, INC	69426	Road Maintenance, Sep '25	212-355-720400	34,700.72
10/13/2025	CHARLES ABBOTT ASSOCIATES, INC	69426 - D (El Toro Incider	El Toro & Carlota Incident, Sep '25	212-355-720400	18,234.60
10/13/2025	SCA OF CA, LLC	CA25002719	Street Sweeping Services, Sep '25	212-355-720410	155.00
Fund 212 - Measure M2 Fund Total:					53,090.32
Fund: 221 - Senior Mobility Program Fund					
10/13/2025	OCY MANAGEMENT, LLC	9406025	Senior Mobility Program, Sep '25	221-310-720000	3,420.00
Fund 221 - Senior Mobility Program Fund Total:					3,420.00
Fund: 307 - Construction & Demolition Forfeited Deposits Fund					
10/13/2025	BOVEE ROOFING	BLDR-0046-2025	BLDR-0046-2025, C&D Refund, REC-014329-2025	307-000-436000	180.00
Fund 307 - Construction & Demolition Forfeited Deposits Fund Total:					180.00
Grand Total:					1,441,039.41

Report Summary**Fund Summary**

Fund	Payment Amount
100 - General Fund	1,384,349.09
212 - Measure M2 Fund	53,090.32
221 - Senior Mobility Program Fund	3,420.00
307 - Construction & Demolition Forfeited Deposits Fund	180.00
Grand Total:	1,441,039.41

Account Summary

Account Number	Account Name	Payment Amount
100-000-140000	Prepaid Items	16,200.00
100-000-221011	Building Standards Fee	1.00
100-000-223000	Plan Application Deposit	43,409.96
100-000-227001	Security Deposit - Waste	2,710.00
100-000-228001	Swimming Pool Construction	500.00
100-000-442000	Building Related Permits	250.00
100-155-622000	Operating Supplies	142.83
100-155-624001	Advertising - Legal	2,114.79
100-155-700050	Professional Services - Financial	1,700.00
100-195-617000	Recruitment	8,436.49
100-195-623000	Printing & Mailing	10.50
100-195-630000	Communications	862.91
100-195-700090	IT Contract Services & Support	36,840.00
100-225-622000	Operating Supplies	62.47
100-225-700000	Professional Services - Building &	35,304.67
100-225-720512	Contract Services	9,150.00
100-310-622000	Operating Supplies	166.85
100-310-624500	Printing & Advertising	921.08
100-310-630000	Communications	420.00
100-310-645500	Facility Maintenance & Repairs	514.00
100-310-695500	Special Events - Program Services	910.00
100-310-695504	Exhibits & Educational Programs	810.00
100-310-720302	Contract Services - Homelessness	5,375.83
100-355-611000	Training, Conferences, &	172.31
100-355-622000	Operating Supplies	61.96
100-355-631000	Utilities - Electric	907.33
100-355-635000	Utilities - Water	15,051.35
100-355-700000	Professional Services	16,975.00
100-355-720401	Other Public Works Maintenance	2,337.75
100-355-720500	Graffiti Removal	2,278.27
100-355-720702	Tree Maintenance	28,366.58
100-355-720730	Annual Weed Abatement	87,562.86
100-356-631400	MOE - Electric (Streetlights &	27,538.25
100-356-631900	MOE - Electric (On-Bill Financing)	4,167.27
100-356-720420	MOE - Traffic Signal Maintenance	3,644.70
100-420-720800	Law Enforcement Contract	1,009,219.12
100-420-720822	Crossing Guard Services	9,256.96
100-420-720823	Parking Citation Processing	2,688.00
100-420-720850	Private Security Patrol	7,308.00
212-355-720400	Street Maintenance	52,935.32
212-355-720410	Street Sweeping	155.00
221-310-720000	Contract Services	3,420.00
307-000-436000	Forfeited C&D Deposits	180.00
Grand Total:		1,441,039.41

Project Account Summary

Project Account Key	Payment Amount
None	1,441,039.41

Project Account Summary

Project Account Key
None

Payment Amount

Grand Total:

1,441,039.41



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Treasurer's Investment Report for September 2025

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of September 2025.

Background:

The Treasurer's Investment Report for the month of September 2025 is submitted herewith. The City's total portfolio as of September 30, 2025, was \$26,644,623. The pooled cash portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$26,544,550. Restricted cash and investments totaled \$100,073, and is composed of fiscal agent funds for Civic Center property management purposes.

Interest income for the month of September was \$93,173. Fiscal Year 2025/2026 year-to-date pooled cash interest earnings of \$300,371 are 36% of the annual budget of \$828,600.

The average yield on the City's total portfolio for the month of September was 4.19%, compared to the prior month of 4.28%. The slightly declining yield in September, as compared to the past few months, reflects a cautious approach by the Federal Reserve to start rate cuts given the current status of the economy. The City has budgeted conservatively in its expectation of interest earnings, and has built slight rate reductions into the revenue forecast.

Fiscal Impact:

There is no fiscal impact to receive and file this report.

Attachments:

1. Treasurer's Report September 2025

City of Laguna Hills
Treasurer's Investment Report
September 2025

	Current Month Market Value	Current Month Book Value	Prior Month Book Value	Current Month % of Portfolio	Maximum Policy Limit	Yield to Maturity for Month (Annualized)
Pooled Cash & Investments						
BMO Checking & Money Market Accounts	\$ 5,014,736	\$ 5,014,736	\$ 5,855,318	19%	50%	4.04%
Petty Cash (City Hall)	500	500	500	0%	n/a	0.00%
Fiscal Agent Cash - Employee FSA	1,012	1,012	1,700	0%	n/a	0.00%
State Local Agency Investment Fund (LAIF)	99,083	98,964	98,964	0%	100%	4.21%
Investment Trust of California (CalTRUST)	21,429,337	21,429,337	21,353,517	81%	100%	4.25%
	<u>26,544,669</u>	<u>26,544,550</u>	<u>27,309,999</u>	<u>100%</u>		<u>4.21%</u>
Restricted & Designated Cash						
Fiscal Agent Cash - Essex Civic Center Mgmt	100,073	100,073	146,637	n/a	n/a	0.00%
	<u>100,073</u>	<u>100,073</u>	<u>146,637</u>			<u>0.00%</u>
Totals	<u>\$ 26,644,742</u>	<u>\$ 26,644,623</u>	<u>\$ 27,456,636</u>			<u>4.19%</u>

Pooled Cash & Investment - Interest Earnings

For the month of September 2025	\$ 93,173
FY 2025-26 to Date	300,371
FY 2025-26 Budget	828,600

Certification:

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on October 22, 2024. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.

Eric Hendrickson
Finance Director/Deputy City Treasurer



Pooled Cash Report

City of Laguna Hills, CA

For the Period Ending 9/30/2025

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-000-101100	Claim on Cash - General Fund	19,253,538.91	(1,047,996.94)	18,205,541.97
210-000-101210	Claim on Cash - Gas Tax (HUTA)	976,747.70	76,588.56	1,053,336.26
211-000-101211	Claim on Cash - Gas Tax (RMRA)	1,112,092.61	69,372.61	1,181,465.22
212-000-101212	Claim on Cash - Measure M2	201,315.57	1,398.28	202,713.85
214-000-101214	Claim on Cash - AB 2766	114,955.45	10,552.04	125,507.49
221-000-101221	Claim on Cash - Senior Mobility Program	290,862.72	1,890.41	292,753.13
301-000-101301	Claim on Cash - CARITS Road Fee Program	1,340,508.48	(28,287.72)	1,312,220.76
302-000-101302	Claim on Cash - CDBG Grant	(120,561.43)	-	(120,561.43)
305-000-101305	Claim on Cash - Beverage Recycling	13,706.29	-	13,706.29
306-000-101306	Claim on Cash - Waste & Recycling Fee	123,423.46	(66,415.10)	57,008.36
307-000-101307	Claim on Cash - C&D Forfeited Deposits	427,716.62	-	427,716.62
311-000-101310	Claim on Cash - Quimby Act Park In-Lieu Fee (VAL)	1,928,182.24	(19,884.20)	1,908,298.04
312-000-101312	Claim on Cash - CASp Fee	37,149.07	-	37,149.07
322-000-101322	Claim on Cash - Water Conservation	388,711.58	-	388,711.58
401-000-101401	Claim on Cash - Public Art	481,882.54	-	481,882.54
421-000-101421	Claim on Cash - SLESF	88,901.42	(42,500.00)	46,401.42
451-000-101451	Claim on Cash - Liability Self-Insurance	161,300.18	-	161,300.18
452-000-101452	Claim on Cash - Parks Equipment Maintenance	309,213.00	-	309,213.00
454-000-101454	Claim on Cash - Sports Complex Equipment Maint	66,200.46	-	66,200.46
455-000-101455	Claim on Cash - Community Center Equipment Ma	46,761.87	-	46,761.87
456-000-101456	Claim on Cash - Storm Drain / Slope Repair Reserv	29,097.04	-	29,097.04
TOTAL CLAIM ON CASH		<u>27,294,419.62</u>	<u>(1,067,995.90)</u>	<u>26,226,423.72</u>
Reconciling items (outstanding checks and deposits in transit):				318,126.28
Pooled Cash & Investments Book Value:				<u>26,544,550.00</u>

GENERAL FUND RESERVES (as of most recent audited year end 6/30/2024)

Fund Balance Type	
Nonspendable	299,941
Assigned	691,632
Unassigned	<u>23,776,892</u>
Total	24,768,465



ACCOUNT NUMBER: [REDACTED]

STATEMENT PERIOD
09/01/25 TO 09/30/25

PAGE: 1 OF 7

CITY OF LAGUNA HILLS
GENERAL
24035 EL TORO RD
LAGUNA HILLS CA 92653-3103

ITEMS ENCLOSED 0

INVESCO/AIM TREASURY CORP CL

ACCOUNT NUMBER [REDACTED]

SUMMARY STATEMENT, CHECKING PLUS MONEY MARKET FUNDS

BEGINNING BALANCE	5,855,317.96
DEPOSITS	4,013,950.68
WITHDRAWALS	4,871,885.41-
MUTUAL FUND DIVIDENDS	17,353.21

ENDING BALANCE 5,014,736.44

SEE THE ENCLOSED CHECKING AND FUND STATEMENTS FOR DETAIL INFORMATION CONCERNING THIS ACCOUNT.
FOR BILLING INFORMATION, SEE ACCOUNT ANALYSIS STATEMENT.

CHECKING ACCOUNT SUMMARY

YOUR PREVIOUS BALANCE WAS	.00
93 CUSTOMER DEPOSITS	1,589,961.29
150 OTHER WITHDRAWALS	2,447,896.02-
12 SHARE PURCHASES	782,190.84-
9 SHARE REDEMPTIONS	1,641,798.55
YOUR ENDING BALANCE WAS	1,672.98

TRANSACTIONS LISTED BY DATE POSTED

DATE POSTED	TRANSACTION DESCRIPTION	WITHDRAWALS OTHER DEBITS	DEPOSITS OTHER CREDITS
SEP 02	CCD AMS INC MERCH DEP 17730303701		902.80
SEP 02	ZERO BALANCE TXFR FROM DDA ACCT [REDACTED]		2,120.00
SEP 02	CCD AMS INC MERCH DEP 17730300707		3,267.81
SEP 02	PPD SOUTH COAST AQMD DIRECT PAY 0000002270		10,552.04
SEP 02	REMOTE DEPOSIT		63,119.00
SEP 02	INV DR TRANSFER	15,092.29	
SEP 02	CHECK DEPOSIT PACKAGE		50.00
SEP 03	CCD AMS INC MERCH DEP 17730303701		53.46
SEP 03	CCD City of Laguna H Settlement 24880089454		216.74
SEP 03	CCD AMS INC MERCH DEP 17730300707		310.00



CalTRUST
PO Box 2709
Granite Bay, CA 95746
www.caltrust.org
Email: admin@caltrust.org
Fax: 402-963-9094
Phone: 833-CALTRUST (225-8787)

Investment Account Summary

09/01/2025 through 09/30/2025

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Sep 30 (\$)	Value on Sep 30 (\$)	Average Cost Amount (\$)	Cumulative Change in Value (\$)
CITY OF LAGUNA HILLS						
CalTRUST Liquidity Fund		21,429,336.900	1.00	21,429,336.90	21,429,336.90	0.00
Portfolios Total value as of 09/30/2025				21,429,336.90		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
CalTRUST Liquidity Fund		CITY OF LAGUNA HILLS			Account Number:			
Beginning Balance	09/01/2025			21,353,517.390	1.00	21,353,517.39		
Accrual Income Div Reinvestment	09/30/2025	75,819.51	75,819.510	21,429,336.900	1.00	21,429,336.90	0.00	0.00
Change in Value						0.00		
Closing Balance as of	Sep 30			21,429,336.900	1.00	21,429,336.90		

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

October 09, 2025

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF LAGUNA HILLS

CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

[Tran Type Definitions](#)

Account Number: XXXXXXXXXX

September 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	98,964.25
Total Withdrawal:	0.00	Ending Balance:	98,964.25



Account number: [REDACTED]
Account name: CITY OF LAGUNA HILLS

Yield and NAV

Fund Name
CalTRUST Liquidity Fund

Start Date - End Date
9/30/2025 – 9/30/2025



Export (1)

Period Date	NAV		Income	Shares	Net Assets	Daily Yield	7 day AVG Yield
9/30/25	\$1.00		\$349,446.94	3,003,232,677.730	\$3,003,276,404.16	4.25%	4.24%



PMIA/LAIF Performance Report as of 10/08/25



Quarterly Performance Quarter Ended 6/30/25

LAIF Apportionment Rate ⁽²⁾ :	4.40
LAIF Earnings Ratio ⁽²⁾ :	0.00012059828906715
LAIF Administrative Cost ^{(1)*} :	0.18
LAIF Fair Value Factor ⁽¹⁾ :	1.001198310
PMIA Daily ⁽¹⁾ :	4.26
PMIA Quarter to Date ⁽¹⁾ :	4.27
PMIA Average Life ⁽¹⁾ :	248

PMIA Average Monthly Effective Yields⁽¹⁾

September	4.212
August	4.251
July	4.258
June	4.269
May	4.272
April	4.281

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 8/31/25 \$165.3 billion

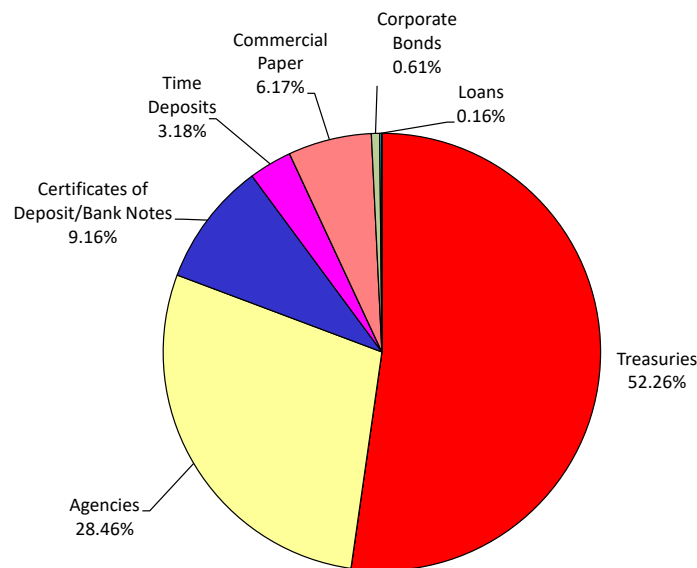


Chart does not include \$1,012,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) .

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Measure M2 Expenditure Report FY 2024/2025

Recommendation: That the City Council: 1. Approve the M2 Expenditure Report for the fiscal year ended June 30, 2025, for submittal to the Orange County Transportation Authority and 2. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Concerning the Measure M2 (M2) Expenditure Report for the City of Laguna Hills for the Fiscal Year Ended June 30, 2025."

Background:

With the passage of Renewed Measure M (M2), local agencies must demonstrate eligibility and follow financial safeguard requirements in order for local jurisdictions to receive M2 fair share and competitive program funds. The Orange County Transportation Authority's (OCTA) Ordinance No. 3 (M2 Ordinance) identifies the eligibility and safeguard requirements that must be met. One requirement under the M2 Ordinance is that each local agency must adopt and provide an expenditure report (in the form provided by OCTA) to OCTA each year within six months of the end of the local jurisdiction's fiscal year to account for M2 funds. The City Council is requested to review and approve the attached Measure M2 Expenditure Report for the fiscal year ended June 30, 2025, and adopt the attached Resolution for submittal to OCTA, as required by Measure M2 Local Transportation Authority Ordinance No. 3.

On November 7, 2006, Orange County voters approved the renewal of the Measure M one-half cent sales tax for transportation improvements. This renewal plan is designated as Measure M2 and provides funding for 30 years to relieve traffic congestion. As part of Measure M2, taxpayer safeguards and audits are provided to ensure appropriate use of funds.

One safeguard requirement under the M2 Ordinance is for each local agency to adopt and provide an annual expenditure report to OCTA each year in the template form provided by OCTA. This expenditure report is a detailed financial report used to track financial activity to account for M2 funds, developer/traffic impact fees, and funds expended by the jurisdiction to satisfy Maintenance of Effort (MOE) requirements. The report includes all M2 net revenue, fund balances and interest earned, and will identify expenditure by activity type and funding source.

The report is required six months after each jurisdiction's fiscal year-end and must be adopted by Resolution before submittal to OCTA. The attached M2 Expenditure Report demonstrates the City is in compliance with the requirements of M2.

Fiscal Impact:

Over the past five years, Measure M2 has provided between \$720,000 and \$850,000 of annual revenue to the City for street maintenance and other purposes. Failure to submit the M2 Annual Expenditure Report could suspend or delay M2 funding.

Attachments:

1. Proposed Resolution: M2 Expenditure Report
2. Measure M2 Expenditure Report FY 24-25

RESOLUTION NO. 2025-10-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONCERNING THE MEASURE M2 (M2) EXPENDITURE REPORT FOR THE CITY OF LAGUNA HILLS FOR FISCAL YEAR ENDED JUNE 30, 2025

The City Council of the City of Laguna Hills, California, hereby finds, determines declares, and resolves as follows:

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

WHEREAS, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the M2 Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY INFORM OCTA THAT:

- a) The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of fiscal year.
- b) The M2 Expenditure Report is hereby adopted by the City of Laguna Hills.
- c) The City of Laguna Hills Finance Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2025.

PASSED, APPROVED, AND ADOPTED this 28th day of October 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2025-10-28-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 28th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

M2 Expenditure Report
Fiscal Year Ended June 30, 2025
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M :Freeway Projects	1	\$ -	\$ -
O :Regional Capacity Program (RCP)	2	\$ -	\$ -
P :Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q :Local Fair Share	4	\$ 238,666.46	\$ -
R :High Frequency Metrolink Service	5	\$ -	\$ -
S :Transit Extensions to Metrolink	6	\$ -	\$ -
T :Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U :Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 261,116.41	\$ -
V :Community Based Transit/Circulators	9	\$ -	\$ -
W :Safe Transit Stops	10	\$ -	\$ -
X :Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year	13	\$ 499,782.87	\$ -
Monies Made Available During Fiscal Year	14	\$ 1,026,074.13	\$ 14,651
Total Monies Available (Sum Lines 13 & 14)	15	\$ 1,525,857.00	\$ 14,651
Expenditures During Fiscal Year	16	\$ 983,237.06	\$ 14,651
Balances at End of Fiscal Year			
A-M :Freeway Projects	17	\$ -	\$ -
O :Regional Capacity Program (RCP)	18	\$ -	\$ -
P :Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q :Local Fair Share	20	\$ 251,518.26	\$ -
R :High Frequency Metrolink Service	21	\$ -	\$ -
S :Transit Extensions to Metrolink	22	\$ -	\$ -
T :Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U :Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 291,101.68	\$ -
V :Community Based Transit/Circulators	25	\$ -	\$ -
W :Safe Transit Stops	26	\$ -	\$ -
X :Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
Other*	28	\$ -	\$ -

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2025
Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 774,220	\$ 1,694
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 51,855	\$ 12,957
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ 200,000	\$ -
Other*	12	\$ -	\$ -
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 1,026,074	\$ 14,651
Expenditures:			
A-M Freeway Projects	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q Local Fair Share	17	\$ 761,368	\$ 1,694
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 21,869	\$ 12,957
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ 200,000	\$ -
Other*	25	\$ -	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 983,237	\$ 14,651
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ 42,837	\$ -

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2025
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees*	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2	Other M2 Interest	TOTAL
Indirect and/or Overhead	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction & Right-of-Way														
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3a	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction - Pavement	3b	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ 200,000
Storm Damage	7a	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage - Pavement	7b	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction ¹ (Sum Lines 2 to 7b)	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ 200,000
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way (Sum Lines 8 & 9)	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ 200,000
Maintenance														
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ 826,143.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 826,144
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15a	\$ 114,480.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 196,576.37	\$ 1,693.50	\$ -	\$ -	\$ -	\$ -	\$ 312,751
Other Street Purpose Maintenance - Pavement	15b	\$ 90,373.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 564,791.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 655,165
Total Maintenance ¹ (Sum Lines 11 to 15b)	16	\$ 1,030,997.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 761,367.74	\$ 1,693.50	\$ -	\$ -	\$ -	\$ -	\$ 1,794,059
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,869.32	\$ 12,957.02	\$ 34,826
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 1,030,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 761,368	\$ 1,694	\$ 200,000	\$ -	\$ 21,869	\$ 12,957	\$ 2,028,885
Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdiction's discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties".														
Finance Director Confirmation	19	I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures.												
Finance Director Initial: 														

¹ Includes direct charges for staff time

² Other M2 includes A-M, R, S, T, U, V, and W

* Transportation related only

* Please provide a specific description

Note: Other M2 above consists of Senior Mobility Program expenses.

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

[illegible]

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M2 Expenditure Report
Fiscal Year Ended June 30, 2025

I hereby certify that:

- ✓ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ✓ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ✓ The City of Laguna Hills is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ✓ The City's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ✓ The City of Laguna Hills has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to or exceeding the FY 2024-25 MOE benchmark dollar amount ¹¹.

Eric Hendrickson

Director of Finance (Print Name)

10/8/2025

Date



Signature

¹¹ Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Joe Ames, Interim City Manager
Issue: Approval of Parking Citation and Parking Permit Processing Agency Services Agreement with Data Ticket, Inc.

Recommendation: That the City Council approve the Parking Citation and Parking Permit Processing Agency Services Agreement with Data Ticket, Inc. and authorize the Interim City Manager to execute the agreement.

Background:

In November 2017, the City of Laguna Hills entered into an agreement with Data Ticket, Inc., for the purpose of processing parking citations. The agreement had a term of 5 years, with an option for 3 additional years, which the City exercised. Therefore, the current agreement expires in November 2025.

The City desires to enter into a new agreement with Data Ticket for parking citation processing, as well as expanding the scope to include parking permit processing.

For citation processing, the City received a proposal from Data Ticket that mirrors the prices negotiated by the County of Orange. Annually, the City spends \$9,000 to \$10,000 to Data Ticket for their citation processing services. Since Data Ticket is a current vendor with the City, it is ideal to renew this contract for continuity purposes. Also, since the County of Orange and the Sheriff's Department uses Data Ticket for their purposes, the City gains economies of scale on renewing this contract.

For parking permit processing, the Public Works Department currently processes all parking permits in the City's fourteen (14) residential permit parking districts. In FY24-25, the Department issued parking permits to residents residing at 580 residential

properties. Approximately one-third of the Public Works Administrative Assistant's time is spent processing parking permits. The process is very cumbersome as the City does not have online/web-based processing software. Residents are required to e-mail or text parking permit requests, including proof of residency and vehicle registration information, to City staff to obtain permits. Subsequent to approval of a parking permit request, each resident must come to City Hall during business hours to pick up permits. Therefore, City staff believes there would be significant efficiency in having Data Ticket process parking permits. City staff learned other Orange County cities use Data Ticket for this service, including the City of Lake Forest.

Fiscal Impact:

The maximum not-to-exceed amount for this contract is \$200,000, with citation processing comprising \$50,000 and permit processing comprising \$150,000. Adequate funds were included in the current biennial budget to accommodate the annual expense.

Parking citations generate revenue of approximately \$80,000 - \$120,000 annually. Parking permit revenue totals approximately \$6,000 - \$8,000 annually.

Attachments:

1. Proposed Agreement: Parking Citation and Parking Permit Processing Agency Services Agreement; Data Ticket, Inc.

**PARKING CITATION AND PARKING PERMIT PROCESSING
AGENCY SERVICES AGREEMENT
Data Ticket, Inc.**

(Parking Citation Processing and Management Services)

THIS PARKING CITATION AND PARKING PERMIT PROCESSING AGENCY SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this 15th day of November 2025, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as “City”), and DATA TICKET, INC., a California corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the services of an experienced and qualified firm to provide parking citation and residential parking permit processing and management services to City, as the City’s designated processing agency, for the administration and processing of parking citations and residential parking permits issued within the City’s jurisdiction (the “Project”).

B. Consultant has submitted to City formal written proposals, dated July 8, 2025 and October 1, 2025 to provide the desired parking citation and residential parking permit processing and management services to City for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, equipment, training, or specialized expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide parking citation and residential parking permit processing and management services to City, as the City’s designated processing agency, for the administration and processing of parking citations and residential parking permits issued within the City’s jurisdiction

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the parking citation and residential parking permit processing agency and management services to City for the Project as set forth in the Consultant's Proposals, dated July 8, 2025 and October 1, 2025 in accordance with the City's Administrative Regulation No. 27, dated April 11, 2017, ("A.R. No. 27") entitled "Policy for Review and Appeal of Parking Citations," which administrative regulation is hereby adopted by the City Council and may be amended from time to time, and which are both attached hereto as Exhibit "A" and Exhibit "B" (hereinafter collectively referred to as the "Scope of Services," the "Services" or "Work"). Consultant shall process all parking citations on behalf of the City in accordance with the established schedule of fines and penalties adopted by resolution of the City Council, which may be amended from time to time. As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by processing agency service providers in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the services/trade discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Consultant's Proposals, dated July 8, 2025 and October 1, 2025, to provide parking citation and permit parking processing and management services ("Consultant's Proposals"), and (3) City's Administrative Regulation No. 27, dated April 11, 2017, ("A.R. No. 27") entitled "Policy for Review and Appeal of Parking Citations," which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposals, attached hereto as Exhibit "A," are hereby incorporated by reference and are made a part of this Agreement. The City's Administrative Regulation No. 27, dated April 11, 2017, ("A.R. No. 27") entitled "Policy for Review and Appeal of Parking Citations," which administrative regulation may be amended from time to time, attached hereto as Exhibit "B," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the regulations established in A.R. No. 27 (Exhibit "B"); and, (3rd) the provisions of the Consultant's Proposals (Exhibit "A").

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully

informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the

City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, if any, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 *Reserved.*

1.10 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed in accordance with the rates and service charges set forth in the Scope of Services, attached hereto as Exhibit “A” and is incorporated herein by reference, but not exceeding the total maximum contract amount of Two Hundred Thousand Dollars (\$200,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit “A”. The rates and service charges set forth in Exhibit “A” shall remain fixed during the term of this Agreement, with no CPI adjustments. The maximum amount of City’s payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Scope of Services (Exhibit “A”), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City’s Finance Manager, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or as soon thereafter as is reasonably practical.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not

included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, if any, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect from the Effective Date for a term of five (5) years, commencing on November 15, 2025, and ending on November 15, 2030.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: **Brook Westcott, Chief Operating Officer**. It is expressly understood

that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but

not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant 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. Consultant 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 Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant 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. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. 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. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance 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. Consultant 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. Consultant 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 subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant 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.

5.3 Acceptability of Insurers. 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 Lines 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 Consultant agrees that the minimum limits of the insurance policies may be changed accordingly

upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. 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 Consultant 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 Consultant, 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 Consultant’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, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 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.

5.6 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.

5.7 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 Consultant 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. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant 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, Consultant 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. Consultant 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.

5.9 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 Consultant may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant 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.

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or 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 Consultant's subconsultants or 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. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant 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 Consultant 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 Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant 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.

6. **INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its 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 (Consultant's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Consultant's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. **REPORTS AND RECORDS**

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary

to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies

expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. **MISCELLANEOUS PROVISIONS**

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2633

To Consultant: Data Ticket, Inc.
Attention: Brook Westcott, Chief Operating Officer
2603 Main Street, Suite 300
Irvine, California 92614
Telephone: (866) 912-1919
Cell: (916) 730-2014

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
a California municipal corporation

JOE AMES,
Interim City Manager

ATTEST:

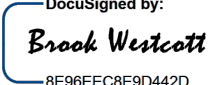
(SEAL)

JENNIFER LEE,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”
Data Ticket, Inc.,
a California corporation

By: 
8E96EEC8E9D442D...

Brook Westcott, Chief Operating Officer

EXHIBIT “A”

**CONSULTANT’S PROPOSAL
(Parking Citation Services)**

DATED: July 8, 2025



4600 Campus Drive, Suite 200
Newport Beach, CA 92660
949 752 6937 (x) 314 - Phone
HNowlan@DataTicket.com

PROPOSAL FOR THE CITY OF LAGUNA HILLS

Manual Parking Citation Processing: \$0.41

Services for the above-mentioned items include:

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

Electronic Parking Citation Processing: \$0.41

Services for the above-mentioned items include:

- Automated citation transmission into Data Ticket's Citation Management Solution 24/7
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

Courtesy Notice: \$0.79

Services for the above-mentioned item include:

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper and provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This cost will increase as the US Postal Service increases the 1st Class postage rate
- This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual.

Out-of-State Collections: 23% of revenue collected

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs; should the Agency have an assigned ORI, Data Ticket will request usage of the ORI for reference/audit purposes only. Data Ticket utilizes its own ORI for transactional purposes
- This fee is not combined with any other contingency fee. For example if a citation is rolled to a delinquent status, only 23% of revenue collected will be charged
- If Data Ticket does not collect on a citation that is issued to an out of state plate, the Agency does not owe this fee.



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PROPOSAL FOR THE CITY OF LAGUNA HILLS

Delinquent Collections:

23% of revenue collected

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, or when a second (2nd) notice is sent if sooner than ninety (90) days, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- In addition to the Courtesy Notice, three Delinquent Notices will be sent to the registered owner
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred

Franchise Tax Board Processing – Optional

SSN Look-up

\$2.50 per SSN

- This fee will be assessed to lookup a social security number associated with a particular registered owner and address
- This charge is charged per unique SSN, not per citation

FTB Collections

15% of revenue collected

- This fee is charged if a citation is paid at the Franchise Tax Board
- This charge is not combined with any other charge; for example if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail
- All notices are attached to the citation online and are viewable via the web
- Data Ticket will pay for the Agency's cost to participate in the FTB program; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail



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PROPOSAL FOR THE CITY OF LAGUNA HILLS

Adjudication:

1st Level Review Hold & Scanning of Review Request **\$0.43 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution so it is displayed on the web for the Agency's Staff
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal

1st Level Review Disposition Letters **\$0.79 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday – Friday

2nd Level Hearing Hold (as well as 3rd Level – Court), Scanning and Scheduling of Hearing **\$0.43 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution so that it is displayed on the web for the Agency's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency's schedule

2nd Level Hearing Disposition **\$72.25 per hour**

- Data Ticket's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read, and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at a Agency location or the Agency may elect to have citations heard at a centralized location within the County

2nd Level Hearing Schedule & Disposition Letters **\$0.79 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday – Friday



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PROPOSAL FOR THE CITY OF LAGUNA HILLS

Acceptance and Scanning of Indigent Payment Plan Requests (Approval/Denial by Data Ticket)

\$4.25 per request

OR

Accepting and Scanning of Indigent Payment Plan Requests (Approval/Denial by City)

\$2.00 per request

AND

Indigent Payment Plan/Denial Letters

\$.79 per letter

Joint / Escrow Banking Services - Optional

\$100.00 per month

Services for the above-mentioned item include:

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

Charge-backs and NSF's - Optional

\$5.00 per issued instance

- Data Ticket will process credit card charge-backs and NSFs when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

Refunds - Optional

\$5.00 per issued instance

- Data Ticket will process refunds when notified of each need
- In the event the utilizes Joint Banking Data Ticket will verify, generate and send each refund due
- Refunds will be issued weekly
- Refunds will be sent via 1st Class Mail

Online Access for the Agency's Patrons:

Included

The Agency's Patrons will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a 1st Level Administrative Review and attach up to three documents supporting their position
- Request a 2nd Level Administrative Hearing Request and attach up to three documents supporting their position
- Print a receipt



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PROPOSAL FOR THE CITY OF LAGUNA HILLS

- View pictures of the citation taken by the issuing officer (if the Agency allows)

Online Access for the Agency's Staff:

Included

Access to the Agency's data is based on unique usernames and passwords assigned to each individual who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

Reporting:

Included

- Data Ticket offers 36 reports online as well as a Customized reporting application for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.



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PROPOSAL FOR THE CITY OF LAGUNA HILLS

- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

Manual Payment Processing:

Included

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

Registered Owner Information:

Included

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is same day
- Registered owner information for all citations issued on out of state license plates
- Data Ticket is a recognized Strategic Partner with NLETs and has access to registered owner information nationwide through the NLETs service
- Access to this system requires the use of the City's ORI for tracking purposes only; Data Ticket will utilize its own ORI for actually acquiring the out of state data
- Turnaround time for acquisition of out of state registered owner information using NLETs is same day

CA DMV Holds and Releases:

Included

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

Customer Service:

Included

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review.
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express



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PROPOSAL FOR THE CITY OF LAGUNA HILLS

Web Presence:

Included

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not Agency branded. This website allows for the Agency and the Agency's Patrons to access citations online
- If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.

Conversion:

Included

- Data Ticket will convert the citations currently with the Agency's existing vendor at no cost to the Agency
- Citations that have not had a payment and do not have a registered owner will immediately be sent to the appropriate DMV so as to obtain a registered owner

Cost Increases:

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

CPI Increases – *There will be NO CPI increases for the duration of the agreement.*



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PROPOSAL FOR THE CITY OF LAGUNA HILLS

FEES ASSESSED TO THE PATRON

Credit / Debit Card Processing **\$3.50 per transaction**

- Data Ticket is PCI Compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on our website, www.CitationProcessingCenter.com, via our toll-free, bi-lingual Customer Service Representatives, and via our toll-free, bi-lingual IVR Solution
- There is no charge to the Agency for credit / debit card processing; however, the Patron is charged \$3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single \$3.50 fee

Payment Plan Processing **\$12.75 per transaction**

- An administrative fee will be assessed to Patrons who wish to participate in a payment plan
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and, if so, what the parameters for payment will be

Credit Card Chargeback Processing **\$33.50 per transaction**

- If a chargeback occurs, a fee will be charged to the Patron for the processing of the chargeback
- No fee will be charged to the Agency

**CONSULTANT'S PROPOSAL
(Residential Parking Permit Services)**

DATED: October 1, 2025



2603 Main Street, Suite 300
Irvine, CA 92614
O: 949-428-7241; F: 949-281-3195
www.ClientServices.com

City of Laguna Hills Permit Cost Model

Online Permit Application: Online permit application to be used by the City and its Patrons to register for and obtain residential, commercial, guest, oversize, business, etc. parking permits. The online permit application can also be used by the City's Personnel to manage the permitting process. Finally, in utilizing an Android Solution with Data Ticket's proprietary parking citation software, the City's ticket writers will have access to a daily file that includes all valid permits. When the issuing officer enters the license plate number, the handheld will indicate to the Officer whether the permit is valid or not. The solution will provide the City's Patrons with the following capabilities: • Ability to register online and apply for permits • Ability to verify resident address with DMV to ensure resident resides in permit area if applicable • Ability to submit up to 3 documents online via the web to prove they are a resident (i.e., driver's license, etc.) if applicable • Provide online temporary permit with expiration date to be printed directly from patron's computer • Ability to create a login name and password to the solution with which the user may manage all future permits or to check out as a guest • Ability to pre-purchase permits for upcoming years • Ability to re-use data previously entered to purchase new permits • Tracking of all permits purchased by residents/guests, etc. • Storage of all permit data online • Acceptance of Visa, MasterCard, Discover and American Express • Live, bi-lingual customer service agents available M-F, 7:30am-5pm who will process registration requests, answer specific and general permit questions and provide fulfillment assistance The Solution will provide the following capabilities to the City's personnel: • Ability to register all permit types within the permit solution online • Ability to verify resident address with DMV to ensure resident resides in permit area – if applicable • Ability to accept documentation & scan into the solution • Ability to generate reports on permits issued • Ability to search for permits by resident • Ability to modify permit holder information Online training of all City personnel	\$9,500.00/Annual Fee – Per Permit Type OR \$2,500.00 Initial fee AND \$2,500.00/month (regardless of the number of permit types)
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2603 Main Street, Suite 300
Irvine, CA 92614
O: 949-428-7241; F: 949-281-3195
www.ClientServices.com

City of Laguna Hills Permit Cost Model

Description of Services	Cost per Instance
Permit Fulfillment (if using hangtags/stickers) - <i>Optional</i> <i>Services for the above-mentioned item includes:</i> • Assignment of each permit per successful registration • Generating and mailing a custom notice to each successful registrant with an assigned permit • Includes Postage – USPS first class rate	\$6.00 per permit Fulfilled And \$1.00 per letter sent
Permit Approval/Denial Process - <i>Optional</i> • Approval or Denial of documents by Data Ticket	\$7.00 per approval/denial
Permits (if using hang tags/stickers) - <i>Optional</i> • Cost of sticker permit – depending on size and quantity chosen	TBD
Customer Service • Because of the unique nature of business rules, we would defer to the Agency	N/A
Email Blasts - <i>Optional</i> • Generating and sending custom notification/information to prospective or active permit holders	\$.75 per email address/per email
Additional Programming Time • Applicable once the permit application has gone live and additional requests are made for enhancements, changes, etc.	\$175.00 per hour
In Trust/Escrow Account – <i>Optional</i> <i>Services for the above-mentioned item include:</i> • Daily deposits of funds to the Agency's escrow account • Processing of all credit card charge-backs and Insufficient Funds • Month-end reconciliation of all funds collected • Payment of Data Ticket's invoice • Disbursement of the net remittance to the Agency • Scanning of checks/money orders directly to joint bank account daily using remote check deposit The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year.	\$150.00/month
Banking Fees: Data Ticket will pass all banking fees on to the City's patrons who wish to pay by credit or debit card	\$3.50 per transaction
Credit Card Chargeback Fee • Data If a chargeback occurs, a fee will be charged to the Patron for the processing of the chargeback • No fee will be charged to the Agency	\$33.50 per transaction



2603 Main Street, Suite 300
Irvine, CA 92614
O: 949-428-7241; F: 949-281-3195
www.ClientServices.com

City of Laguna Hills Permit Cost Model

Refunds – For Agencies that opt for an Escrow/In Trust Account: all refunds to individuals who are due a refund via 1 st class mail	\$5.00 per issued refund
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EXHIBIT “B”

CITY OF LAGUNA HILLS

ADMINISTRATIVE REGULATION NO. 27

DATED: APRIL 11, 2017

ENTITLED,

“POLICY FOR REVIEW AND APPEAL OF PARKING CITATIONS”

CITY OF LAGUNA HILLS

ADMINISTRATIVE ORDER NO. 27 EFFECTIVE DATE: APRIL 11, 2017

General Subject: Miscellaneous Policies

Specific Subject: Policy for Review and Appeal of Parking Citations

Purpose:

This Policy governs the City's process and procedures for administrative review and appeal of parking citations. The City contracts with a private vendor or processing agency to process parking citations. The purpose of this Policy is to provide effective oversight of the vendor and to establish a written procedure to ensure compliance with California Vehicle Code Section 40200 et seq. for the administrative review and appeal of parking citations.

Statement of Policy:

THE RESPONSIBLE PARTY

For purposes of this policy, the "responsible party" includes both the registered owner and the operator, rentee, or lessee of the vehicle. The responsible party receiving a parking citation for any violation of any regulation governing parking a vehicle under the California Vehicle Code or City Municipal Code, or under any federal statute or regulation, shall be jointly liable for parking penalties imposed, unless the owner can show that the vehicle was used without their consent. An owner who pays any parking penalty, civil judgment, costs, or administrative fees shall have the right to recover the same from the operator, rentee, or lessee.

The operator of a vehicle who is not the owner but who uses or operates the vehicle with the express or implied permission of the owner shall be considered the agent of the owner to receive parking citations and may contest a parking citation.

HOW TO CONTEST A PARKING CITATION

There are three levels of review and appeal of a parking citation:

- Level 1: Initial Review
- Level 2: Administrative Hearing
- Level 3: Superior Court Appeal

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Policy for Review and Appeal of Parking Citations
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LEVEL 1: INITIAL REVIEW

In accordance with California Vehicle Code Section 40215(a), the City, as the issuing agency, upon request from the responsible party, must complete an initial review of a parking citation. The City shall not charge a fee for the initial review.

The responsible party must request an initial review by the City within 21 calendar days of when the parking citation is issued, or within 14 calendar days of the mailing of a notice of delinquent parking citation. The request for an initial review may be made by telephone, in writing via regular mail or website, or in person. The City and/or processing agency may provide an online link to submit a written request on its website, or a request for the initial review may be submitted as follows:

By Mail:
City of Laguna Hills
c/o Citation Processing Center
P.O. Box 10479
Newport Beach, CA 92658-0479

In Person:
City of Laguna Hills City Hall
24035 El Toro Road
Laguna Hills, CA 92653

By Telephone:
800-989-2058

When making the request, the responsible party must indicate the reason(s) for requesting an initial review and include copies of all supporting documents related to the citation, i.e., photographs, permit holder information, witness statements, etc. All documents provided should be copies as the documents will not be returned following the initial review.

The following reasons will not justify dismissal of a parking citation:

- The responsible party has no money to pay the fine or the fine is too high.
- The responsible party has never received a parking citation in the past.
- The responsible party was unaware of the parking regulations.
- The parking violation was brief.
- The responsible party agrees not to commit the parking violation in the future.

If, based on the initial review, the City is satisfied that the parking violation did not occur, that the registered owner was not responsible for the violation, or that extenuating

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Policy for Review and Appeal of Parking Citations
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circumstances make dismissal of the citation appropriate in the interest of justice, the City shall cancel the parking citation. The City shall advise the processing agency of the cancellation.

If the City instead upholds the parking citation, the results of the initial review must include the reason(s) the citation was upheld and must notify the responsible party of the ability to request an administrative hearing. The notice must also contain a statement that the responsible party may request the City waive prepayment of the parking penalty based upon the responsible party's inability to pay, as described below.

Level 1: Initial review – Handicap Placard Citation Only

If a responsible party is issued a parking citation for failure to display a handicap placard, the following two options are available:

Option 1: The responsible party may contest the citation by requesting an initial review of the citation within 21 calendar days of the citation date or 14 calendar days from the date of mailing of the notice of delinquent parking violation as described above.

Option 2: In lieu of contest, remit a \$25 Failure to Display Placard: Administrative Charge in accordance with California Vehicle Code Section 40226 to cancel a citation. The responsible party must demonstrate that the individual who received the citation had been issued a valid placard at the time the citation was issued. The remittal must include a signed statement by the placard owner that he/she was present at the time of citation issuance, a copy of the placard, and a copy of placard owner's photo identification.

Following the initial review, the City or the processing agency shall mail the results of the initial review to the responsible party contesting the parking citation.

LEVEL TWO: ADMINISTRATIVE HEARING

If the initial review is complete and the responsible party is not satisfied with the results of the initial review, they may request an administrative hearing in accordance with Vehicle Code Section 40215(b). Upon receipt of a request, the processing agency contracted by the City will complete the administrative hearing process in accordance with the procedures established by state law and outlined below.

The responsible party must request the administrative hearing to review the parking citation no later than 21 calendar days following the date the results of the City's initial review are mailed. The request may be made by telephone, in writing via regular mail or website, or in person. The City and/or the processing agency may provide an online

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Policy for Review and Appeal of Parking Citations
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link to submit a written request on its website, or a request for the administrative hearing may be submitted as follows:

By Mail:
City of Laguna Hills
c/o Citation Processing Center
P.O. Box 10479
Newport Beach, CA 92658-0479

In Person:
City of Laguna Hills City Hall
24035 El Toro Road
Laguna Hills, CA 92653

By Telephone:
800-989-2058

Level Two: Administrative Hearing – Request for Hearing

The request for administrative hearing must indicate whether the responsible party is requesting a hearing in-person or by mail. If an in-person hearing is requested, the processing agency will notify the responsible party of the date, time, and location of the hearing and the responsible party must appear at that time. If a hearing by written declaration is requested, the responsible party may submit additional documents prior to the hearing for consideration by the hearing examiner.

If the responsible party is a minor, the responsible party shall be permitted to appear at the hearing or admit responsibility for the parking violation without the appointment of a guardian. The City or processing agency may proceed against the minor in the same manner as it would against an adult.

To submit a request for an administrative hearing, the responsible party must also deposit the amount of the parking penalty with the processing agency.

Level Two: Administrative Hearing – Request for Parking Penalty Waiver

If the responsible party is unable to pay the parking violation penalty at the time of requesting an administrative hearing, he/she may request a parking penalty waiver. To request a parking penalty waiver, the responsible party must submit a Request for Parking Penalty Waiver - Administrative Hearing form and copies of required documents that demonstrate their inability to pay the penalty amount due by the due date indicated on the initial review results notice. The form must include the responsible party's name, driver's license number, license plate of the cited vehicle, and the citation number. The responsible party must provide their total monthly income and state all the reasons why

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Policy for Review and Appeal of Parking Citations
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they are not able to pay the parking citation fine. Failure to submit documentation by the due date will result in normal processing of the citation and forfeiture of the opportunity to obtain an administrative hearing. If the hearing examiner upholds the citation, the penalty amount is due within 30 days of the administrative hearing decision. If the penalty is not paid within the stated time, a late fee and other penalties will be added.

Level Two: Administrative Hearing – Hearing Procedures

An administrative hearing shall be held within 90 calendar days following the receipt of a request for an administrative hearing. The person requesting the hearing may request one continuance, not to exceed 21 calendar days.

The administrative hearing shall provide an independent, objective, fair, and impartial review of contested parking violations and be conducted in accordance with the following hearing procedures:

- All oral evidence or testimony shall be taken only on oath or affirmation. The hearing examiner shall administer the oath. If many witnesses are expected to testify, the hearing examiner has the discretion to have all prospective witnesses rise and be sworn at the same time at the outset of the proceedings.
- The oath or affirmation may be administered as follows: Do you solemnly swear or affirm, that the evidence you shall give in this issue (or matter), pending before this body, shall be the truth, the whole truth, and nothing but the truth, so help you God.
- The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

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- The responsible party may examine witnesses, introduce exhibits, cross-examine opposing witnesses on any matter relevant to the issues, impeach any witness, and rebut the evidence against him/her. The hearing examiner has the discretionary authority to: limit the number of witnesses to testify where their testimony would be cumulative or repetitive in nature; limit or curtail any abusive, argumentative, repetitive, or otherwise irrelevant cross-examination; and in conformance with other rules, place reasonable time limits on the right to cross-examine and the presentation of evidence.
- The hearing examiner shall determine the order of proceedings. If a party is absent, the hearing examiner may proceed with the hearing in that party's absence if due notice was given and no explanation for the absence was given.
- The officer or person who issues a notice of parking violation shall not be required to participate in an administrative hearing. The City shall not be required to produce any evidence other than the notice of parking violation or copy of the notice and information received from the Department of Motor Vehicles identifying the registered owner of the vehicle. The documentation in proper form shall be prima facie evidence of the violation.
- Other than at the hearing, there shall be no direct communication between the responsible party and the hearing examiner on any matter related to the hearing.
- The hearing examiner shall render his/her decision not later than 15 calendar days after the hearing is closed. The report shall be in writing and shall include findings of fact, a summary of the relevant evidence, a statement of the issues, a resolution of the credibility of witnesses, and a determination. If the citation is not cancelled, the written decision must include the reason(s) for the denial.
- Following the administrative hearing, the hearing examiner will notify the responsible party of the decision either by personal delivery or by first-class mail. If the responsible party is not satisfied with the hearing examiner's decision, he/she may file an appeal in Superior Court. It is the responsibility of the responsible party to follow up with the hearing examiner if they do not receive the results within three weeks of the administrative hearing.

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The City shall appoint or contract with qualified examiners or administrative hearing providers that employ qualified examiners to conduct the administrative hearings. Examiners shall demonstrate those qualifications, training, and objectivity necessary to conduct a fair and impartial review. An examiner shall not be employed, managed, or controlled by a person whose primary duties are parking enforcement or parking citation processing, collection, or issuance. The examiner shall be separate and independent from the citation, collection, or processing function. An examiner's continued employment, performance evaluation, compensation, and benefits shall not, directly or indirectly, be linked to the amount of fines collected by the examiner.

The hearing examiner or the City may, at any stage of the initial review or the administrative hearing process, allow payment of the parking penalty in installments, or the City may allow for deferred payment if the responsible party provides evidence satisfactory to the hearing examiner or the City, of an inability to pay the parking penalty in full.

LEVEL 3: SUPERIOR COURT APPEAL

Within 30 calendar days after the mailing or personal delivery of the final decision of the hearing examiner, the responsible party may seek further review by filing an appeal with the Orange County Superior Court. The court appeal shall be heard de novo, except that the contents of the processing agency's file in the case shall be received in evidence. A copy of the notice of parking violation or, if the citation was issued electronically, a true and correct abstract containing the information set forth in the notice of parking violation shall be admitted into evidence as prima facie evidence of the facts stated therein.

A copy of the notice of appeal shall be served in person or by first-class mail upon the processing agency by the responsible party.

The fee for filing the notice of appeal is \$25 as established by Government Code Section 70615. The court shall retain the fee regardless of the outcome of the court appeal. The court shall request that the processing agency's file on the case be delivered to the court and received within 15 calendar days of the request. The court shall notify the responsible party of the appearance date by mail or personal delivery. If the court finds in favor of the responsible party, the amount of the fee shall be reimbursed by the processing agency.

If the responsible party does not file a Notice of Appeal of the hearing examiner's decision within the 30 days allotted, the hearing examiner's decision shall be deemed final.

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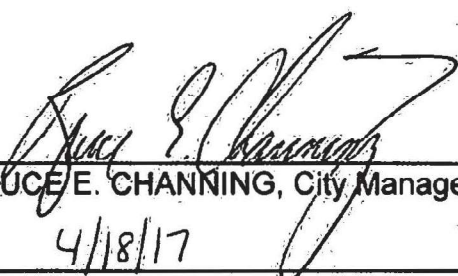
Interpretation of Policy and Revisions:

The City Manager or designee is responsible for interpreting and enforcing this Policy, monitoring its implementation, and recommending changes to this Policy. The City reserves the right to modify this Policy at any time.

Approval:

Administrative Order No. 27 shall be effective on the date set forth above for the City of Laguna Hills.

Approved as to Form:



BRUCE E. CHANNING, City Manager
4/18/17

Date of Issue



GREGORY E. SIMONIAN, City Attorney
4/18/17

Date of Issue



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Joe Ames, Interim City Manager
Issue: Orange County Transportation Authority Regional Traffic Signal Synchronization Project: Oso Parkway/Pacific Park Drive/Glenwood Drive Corridor

Recommendation: That the City Council adopt a Resolution entitled: “A Resolution of the City Council of the City of Laguna Hills, California, Approving the Submittal of an Improvement Project to the Orange County Transportation Authority for Funding Under the Competitive Measure M2 Regional Traffic Signal Synchronization Program.”

Background:

The Orange County Transportation Authority’s Regional Traffic Signal Synchronization Program, Project P, provides funding for multi-agency, corridor-based signal synchronization and signal operational improvements for intersections on the Orange County Master Plan of Arterial Highways (MPAH).

On September 8, 2025, the Orange County Transportation Authority’s (OCTA) Board of Directors authorized the 2026 call for projects for the Measure M (M2) Comprehensive Transportation Funding Program’s (CTFP) Regional Capacity Program (RCP - Project O) and Regional Traffic Signal Synchronization Program (RTSSP - Project P). Participating local agencies are required to submit applications to OCTA no later than Thursday, November 20, 2025. One of the grant application requirements is the City Council adoption of a resolution which approves the submittal of the grant application and references grant application requirements, including the acknowledgement of a required 20% local agency match.

City staff identified Oso Parkway as being eligible for traffic signal improvement grant

funding and reached out to surrounding agencies to enlist support for a larger corridor grant application. Oso Parkway originates in the County at Coto de Caza Drive, passes through Mission Viejo and Laguna Hills, becomes Pacific Park Drive through Laguna Niguel and Aliso Viejo and finally terminates in Aliso Viejo as Glenwood Drive at Moulton Parkway. All five agencies have agreed to participate in the project application with Aliso Viejo serving as lead agency.

The map attached to this agenda report shows the traffic signals and corridors included in the proposed RTSSP project.

For the City of Laguna Hills, some of the requested grant-funded work will include vehicle radar detection, CCTV cameras, signal controller upgrades, fiber optic communication, battery back-ups and miscellaneous traffic signal support equipment.

The City currently has similar RTSSP projects underway on most of its arterial roadways including Alicia Parkway, La Paz Road, Cabot Road, Avenida de La Carlota, Paseo De Valencia, Moulton Parkway and El Toro Road. These projects will optimize traffic signal timing to improve traffic flow and reduce congestion, as well as provide traffic signal infrastructure improvements to enhance safety, communications and the City's ability to effectively monitor and manage signal operations.

CEQA Findings:

The operation and maintenance of existing highways and streets is categorically exempt under the California Environmental Quality Act pursuant to Section 15301(c) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3.

Fiscal Impact:

The OCTA grant requires a minimum 20% City match. The estimated 20% City match for this project is \$91,000 based on a total estimated project cost of \$454,000.

As with the City's other RTSSP projects, the match amount can be paid out of the County's Coastal Area Road Improvements and Traffic Signals (CARITS) fund, which was established in 1990 as a developer-paid fund to fund roadway and traffic signal improvements west of Interstate 5 in South County. As part of the FY 2023-2025 budget, City staff proposed and City Council approved the transfer of these funds into CIP No. 168 (Fund No. 600-251-950168), Traffic Signal Improvements and Coordination. Unspent CARITS funds have been rolled over into the FY 2025-2027 budget, and that amount currently totals \$1,177,279.22. The current available budget in CIP No. 168 is

\$4,270,024.22, which includes the aforementioned \$1,177,279.22 of CARITS funds and anticipated M2 grant funds of \$3,092,745.00.

Attachments:

1. Proposed Resolution: Oso Parkway RTSSP

RESOLUTION NO. 2025-10-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE SUBMITTAL OF AN IMPROVEMENT PROJECT TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE MEASURE M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Laguna Hills desires to participate in a joint-agency project with the County of Orange, Mission Viejo, Aliso Viejo, and Laguna Niguel to implement transportation improvements including, but not limited to, the improvements listed below; and

- New Controllers
- Radar Detection
- CCTV
- Battery Back-Up Systems
- Traffic Signal Fiber Optic Communications

WHEREAS, the Measure M2 Regional Traffic Signal Synchronization Program targets over 2,000 signalized intersections across Orange County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions; and

WHEREAS, the City of Laguna Hills has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive revenues as part of Measure M2; and

WHEREAS, the City of Laguna Hills must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M Ordinance eligibility requirement; and

WHEREAS, the CITY of Laguna Hills authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary; and

WHEREAS, the City of Laguna Hills has currently adopted a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronize traffic signals across local agencies' boundaries; and

WHEREAS, the City of Laguna Hills will provide matching funds for the project as required by the Orange County Comprehensive Transportation Funding Procedures Manual; and

WHEREAS, the City of Laguna Hills will not use Measure M funds to supplant Developer Fees or other commitments; and

WHEREAS, the City of Laguna Hills desires to implement multi-jurisdictional signal synchronization listed below.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The Interim City Manager is hereby authorized to submit or support application to the Orange County Transportation Authority to allocate funds in the amount specified in the City's application from the Comprehensive Transportation Funding Programs. Said funds shall be matched by funds from the City of Laguna Hills as required and shall be used as supplemental funding to aid the City of Laguna Hills in signal synchronization along the following roadway corridor:

- Oso Parkway/Pacific Park Drive/Glenwood Drive

SECTION 2. The City Council of the City of Laguna Hills delegates signature authority to the Interim City Manager, or his designee, to facilitate the delivery of the project.

PASSED, APPROVED, AND ADOPTED this day of 28th day of October 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2025-10-28-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 28th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Joe Ames, Interim City Manager
Issue: Resolution in Support of Funding Projects in the Federal Transportation Improvement Program

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Which Certifies that the City of Laguna Hills Has the Resources to Fund the Projects in the FFY 2026/2027 - 2031/2032 Transportation Improvement Program and Affirms Its Commitment to Implement All Projects in the Program."

Background:

The Orange County Transportation Authority (OCTA) requested all Orange County cities adopt a resolution indicating each City's intent to provide matching funds for any regionally significant, state or federally funded highway projects that may occur in the next five-year cycle of the Federal Transportation Improvement Program (FTIP). The City may have such projects in the future and adoption of the attached Resolution is recommended.

The FTIP is a "clearinghouse" for the listing of regionally significant highway projects. Such projects must be listed on the FTIP for eligibility to receive state or federal funds. The 2027 Federal Fiscal Year FTIP is being prepared covering the next five-year period (FFY 2026/2027 – FFY 2031/2032). The OCTA has requested that all Orange County cities adopt a resolution indicating each City's intent to provide matching funds for any regionally significant or federally funded highway projects that may occur in the next five-year cycle of the FTIP.

Traditionally, such resolutions are requested every two years from OCTA. The last time

the City adopted such a resolution was in January 2024 for the 2025 Federal Fiscal Year FTIP covering a five-year period (FFY 2024/2025 – FFY 2029/2030).

The development of a Citywide Safety Action Plan which is underway is a prerequisite for applying for implementation project grant funding from the federally funded Highway Safety Improvement Program (HSIP) funded under FTIP. The HSIP is just one potential source of funding for these improvements in addition to other funding sources, such as the Orange County Transportation Authority's Regional Traffic Signal Synchronization Project (Project P) for which City staff already submitted grant applications.

Other past federally funded highway programs funded by the FTIP include the following:

- Active Transportation Program (ATP)
- Highway Bridge Program (HBP)
- Safe Routes to School (SRTS/SR2S)
- Congestion Mitigation and Air Quality Improvement Program (CMAQ)
- Surface Transportation Block Grant (STBG)
- Highway Safety Improvement Program (HSIP)

OCTA requests that Cities in Orange County review projects in the current FTIP for the next update. This includes a review of project descriptions, budgets, schedule status, and environmental documents. The FTIP only lists transportation projects that received federal and/or state funds, are regionally significant or included in the Transportation Control Measures (TCM) category by SCAG, and are fully funded.

The City of Laguna Hills project that meet the above criteria for inclusion in the FTIP is listed below:

- Paseo De Valencia and Cabot Road Active Transportation Enhancements

This project is funded by STBG and CMAQ funds. The Project will include 2.2 miles of pedestrian safety enhancements and high-comfort bikeways with the following components:

- Paseo de Valencia between Laguna Hills Drive and Alicia Parkway: modifications to an off-street paved trail to satisfy Caltrans Highway Design Manual bikeway design standards,
- Paseo de Valencia from 200 feet south of Alicia Parkway to Cabot Road: construct a high-comfort bike facility, pedestrian enhancements, and traffic

circulation improvements, and

- Cabot Road between Paseo de Valencia and El Paseo: construct a high-comfort bike facility, pedestrian enhancements, and traffic circulation improvements.

It is recommended the City Council adopt the attached Resolution attesting to the City's intention to provide matching funds for this federal project and future federal projects, as may be required, in order to make current and future grant applications eligible for federal funding.

Fiscal Impact:

The FTIP resolution requires the City's commitment of funding for the implementation of the proposed project in the FTIP receiving federal funds for construction. The estimated cost of construction is within the already awarded grant amount of \$4,998,000.00.

Attachments:

1. Proposed Resolution: FTIP Projects FFY 2027-2032

RESOLUTION NO. 2025-10-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, WHICH CERTIFIES THAT THE CITY OF LAGUNA HILLS HAS THE RESOURCES TO FUND THE PROJECTS IN THE FFY 2026/27 – 2031/32 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Laguna Hills (CITY) is located within the metropolitan planning boundaries of the Southern California Association of Governments; and

WHEREAS, the Laguna Hills City Council has authorized projects for submittal to the Federal Transportation Improvement Program (FTIP); and

WHEREAS, CITY is the lead agency for projects and will comply with applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Build America Buy America; and

WHEREAS, CITY agrees to construct Transportation Control Measures projects as noted in the amendments in a timely manner or to assist with finding a substitute project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council of the City of Laguna Hills does hereby affirm the City's commitment to the projects submitted in the 2027 Federal Transportation Improvement Program.

SECTION 3. The City Council finds and determines that this action is not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED this 28th day of October 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2025-10-28-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 28th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Joe Ames, Interim City Manager
Issue: Award of a Public Works Construction Contract for the FY25-26 Community Development Block Grant Curb Ramp Improvement Project, CIP 170

Recommendation: That the City Council: 1. Award the Public Works Construction Contract for the FY25/26 Community Development Block Grant Curb Ramp Improvement Project, CIP No. 170, to the lowest responsive bidder, Hardy & Harper, Inc. in the amount of \$187,410; 2. Find that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), Class 1 Existing Facilities, pursuant to CEQA Guidelines, Section 15301; 3. Reject all other bids; and 4. Authorize the Interim City Manager to sign the Public Works Construction Contract.

Background:

Earlier this year, the City was awarded \$250,000 in Community Development Block Grant (CDBG) funds for the replacement/improvement of 42 access ramps in the area bounded by Paseo De Valencia, La Paz Road and Cabot Road (see attached Location Map). These CDBG grant funds come to the City through the County's Urban County Program funded by the United States Department of Housing and Urban Development (HUD) to benefit areas designated by the United States Census Bureau as having low to moderate income populations. The project will help reaffirm the City's commitment to compliance with the Americans with Disabilities Act (ADA) by enhancing access to the City's sidewalk system and improving pedestrian paths of travel.

Formal bidding procedures were followed in conformance with the State of California Public Contract Code, and the City of Laguna Hills Municipal Code.

Bids for the FY25/26 Community Development Block Grant Curb Ramp Improvement

Project, CIP No. 170, were opened on October 15, 2025, at which time fifteen bids were received as follows:

Bidder	Bid Amount
Hardy & Harper, Inc.	\$187,410
Nobest, Inc.	\$203,900
CJ Concrete Construction, Inc.	\$227,500
Carter Enterprises Group, Inc.	\$234,000
Gentry General Engineering, Inc.	\$246,200
CT&T Concrete Paving, Inc.	\$260,570
Towo Enterprises, Inc.	\$264,200
SAVI Construction Inc.	\$271,600
Oppenheimer National	\$291,942
Kalban, Inc.	\$293,500
We R Builders, Inc.	\$299,600
Nesbou Homes	\$318,800
Van Engineering, Inc.	\$385,100
Alfaro Communications Construction, Inc.	\$392,268
Dash Construction Company, Inc.	\$436,925

Hardy & Harper, Inc. was the lowest responsive bidder at \$187,410. Hardy & Harper, Inc. is a well-established contractor, has performed numerous projects for the City, and City staff verified Hardy & Harper is licensed for the contemplated work and is registered with the State Department of Industrial Relations. Therefore, awarding the contract to Hardy & Harper, Inc. in the bid amount of \$187,410 is recommended.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1 – Existing Facilities).

Fiscal Impact:

The construction budget in CIP No. 170 (GL account 600-251-950170) is \$250,000 in CDBG grant funds, along with \$50,000 of General Fund for design and construction management, for a total budget of \$300,000. Due to the favorable bids received, this should be more than sufficient to accommodate the contract award amount of \$187,410 plus construction support costs and contingencies.

Attachments:

1. Map of Curb Ramp Replacement Locations
2. Contract Agreement with Hardy & Harper, Inc. for CIP 170



1" = 500 ft

Area Map 1
• = CURB RAMP LOCATIONS

12/06/2024



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

CITY OF LAGUNA HILLS

CONTRACT AGREEMENT FOR

FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT PROJECT, CIP 170

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this 28th day of October, 2025, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and Hardy & Harper, Inc., 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. Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including CONTRACTOR's profit) shall be One Hundred Eighty-Seven Thousand Four Hundred Ten Dollars and Zero Cents (\$187,410.00), which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

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:

JOSEPH AMES, INTERIM CITY MANAGER
CITY OF LAGUNA HILLS

ATTEST:

JENNIFER LEE, CMC, CITY CLERK
CITY OF LAGUNA HILLS

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

CONTRACTOR:

Hardy & Harper, Inc.
(CORPORATION (NAME - TYPE))

BY: Michael Amundson
(PRINT)



(SIGNATURE)

Vice President
(TITLE)

BY: Kristen Paulino
(PRINT)



(SIGNATURE)

Corporate Secretary
(TITLE)

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

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

x

x

x

x

x

x

*Signature of Document Signer No. 1*_____
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 17 day of October, 2025,
by *Date* *Month* *Year*(1) Michael Amundson(and (2) Kristen Paulino),
*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____

Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Contract Agreement Document Date: October 17, 2025Number of Pages: 3 Signer(s) Other Than Named Above: _____

(Page 1 of 2)

Bond Amount \$187,410.00
Bond Number 7674768
Premium: \$1,084.00

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on October 28, 2025, the City of Laguna Hills, California
(DATE OF AWARD)
("City") awarded a public works contract (the "Contract"), delineated as Contract No. 170,
for the FY 25-26 Community Development Block Grant Curb Ramp Improvement Project, CIP
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
170, as specified in the Contract, to Hardy & Harper, Inc., a
(NAME OF CONTRACTOR)
California Corporation hereby designated as the "Principal",
(CONTRACTOR ENTITY TYPE i.e., INC, LLC, ETC)
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 Fidelity and Deposit Company of Maryland (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 One Hundred Eighty Seven Thousand Four Hundred Ten Dollars and 00 /100
DOLLARS (\$ 187,410.00), 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.
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

FAITHFUL PERFORMANCE BOND

(PAGE 2 OF 2)

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 17th day of October, 2025.

PRINCIPAL:

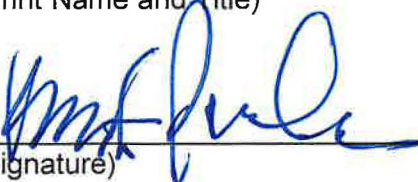
Hardy & Harper, Inc.
(Principal Name) (Seal)

By:


(Signature)

Michael Amundson, Vice President
(Print Name and Title)

By:


(Signature)

Kristen Paulino, Corporate Secretary
(Print Name and Title)

Principal Address and Telephone:

32 Rancho Circle

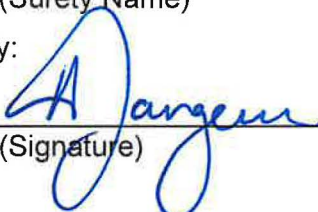
Lake Forest, CA 92630

(714) 444-1851

SURETY:

Fidelity and Deposit Company of Maryland
(Surety Name) (Seal)

By:


(Signature)

Adrian Langrell, Attorney-in-Fact
(Print Name and Title)

By:

(Signature)

(Print Name and Title)

Surety Address and Telephone:

777 South Figueroa Street, Suite 3900

Los Angeles, CA 90017

(213) 270-0600

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On October 21, 2025 before me, Elizabeth Ellen Walters, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael Amundson and Kristen Paulino
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Faithful Performance Bond Document Date: October 17, 2025

Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Amundson

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Hardy & Harper, Inc.

Signer's Name: Kristen Paulino

☒ Corporate Officer — Title(s): Corporate Secretary

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Hardy & Harper, Inc.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On October 17th, 2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Adrian Langrell,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL, Magdalena R. WOLFE, Robert WOOD of Orange, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 07th day of August, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
 Vice President

By: *Dawn E. Brown*
 Secretary

**State of Maryland
 County of Baltimore**

On this 07th day of August, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
 Genevieve M. Maison
 Notary Public
 My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND

Bond No. 7674768

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on October 28, 2025, the City of Laguna Hills, California
(DATE OF AWARD)
("City") awarded a public works contract (the "Contract"), delineated as Contract No. 170,
for the FY 25-26 Community Development Block Grant Curb Ramp Improvement Project, CIP
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
170, as specified in the Contract, to Hardy & Harper, Inc., a
(NAME OF CONTRACTOR)
California Corporation hereby designated as the "Principal",
(CONTRACTOR ENTITY TYPE i.e., INC, LLC, ETC)
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 Fidelity and Deposit Company of Maryland (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 One Hundred Eighty Seven Thousand Four Hundred Ten Dollars and 00/100
DOLLARS (\$ 187,410.00), 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.
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.

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

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 17th day of October, 20 25.

PRINCIPAL:

Hardy & Harper, Inc.
(Principal Name) (Seal)

By:



(Signature)

Michael Amundson, Vice President
(Print Name and Title)

By:



(Signature)

Kristen Paulino, Corporate Secretary
(Print Name and Title)

Principal Address and Telephone:

32 Rancho Circle

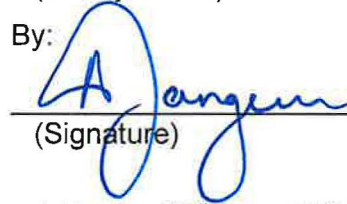
Lake Forest, CA 92630

(714) 444-1851

SURETY:

Fidelity and Deposit Company of Maryland
(Surety Name) (Seal)

By:



(Signature)

Adrian Langrell, Attorney-in-Fact
(Print Name and Title)

By:

(Signature)

(Print Name and Title)

Surety Address and Telephone:

777 South Figueroa Street, Suite 3900

Los Angeles, CA 90017

(213) 270-0600

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On October 21, 2025 before me, Elizabeth Ellen Walters, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Michael Amundson and Kristen Paulino
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment (Labor & Material) Bond Document Date: October 17, 2025
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Amundson
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Hardy & Harper, Inc.

Signer's Name: Kristen Paulino
☒ Corporate Officer — Title(s): Corporate Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Hardy & Harper, Inc.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 17th, 2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Adrian Langrell,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL, Magdalena R. WOLFE, Robert WOOD of Orange, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 07th day of August, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
 Vice President

By: *Dawn E. Brown*
 Secretary

**State of Maryland
 County of Baltimore**

On this 07th day of August, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
 Notary Public
 My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of October, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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."

Hardy & Harper, Inc.

Contractor

By: Michael Amundson

(PRINT)



(SIGNATURE)

Vice President

Title

October 17, 2025

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

BIDDER'S NAME: Hardy & Harper, Inc.

CITY OF LAGUNA HILLS

**PROPOSAL
FOR**

**FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT
PROJECT, CIP 170**

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: Hardy & Harper, Inc.

DATE: October 8, 2025

BIDDER'S ADDRESS: _____

BY: Michael Amundson
(Print Name)

32 Rancho Circle, Lake Forest, CA 92630


(Signature)

PHONE: (714) 444-1851

TITLE: Vice President

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

BY: Kristen Paulino
(Print Name)

See Attached
(Signature of Notary Public)


(Signature)

(Attach Jurat)

TITLE: Corporate Secretary

(SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

x _____
x _____
x _____
x _____
x _____
x _____

*Signature of Document Signer No. 1**Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 9 day of October, 20 25,
by Date Month Year(1) Michael Amundson(and (2) Kristen Paulino),
*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Proposal Document Date: October 8, 2025Number of Pages: 2 Signer(s) Other Than Named Above: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name: Hardy & Harper, Inc.

Business Address: 32 Rancho Circle, Lake Forest, CA 92630

Email: mamundson@hardyandharper.com Telephone: (714) 444-1851

State Contractor's License No. and Class: 215952 A, C-8 & C12

Original Date Issued: 3/13/1963 Expiration Date: 12/31/2025

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:

Dan T. Maas, President - 32 Rancho Circle, Lake Forest, CA 92630 - (714) 444-1851

Michael Amundson & Tanner Hambright, Vice President - 32 Rancho Circle, Lake Forest, CA 92630 - (714) 444-1851

Kristen Paulino, Corporate Secretary - 32 Rancho Circle, Lake Forest, CA 92630 - (714) 444-1851

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

N/A

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

N/A

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

See Attached
(Signature of Notary Public)

(SEAL)

BY: Michael Amundson
(Print Name)


(Signature)

TITLE: Vice President

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

Figure 1 is a scatter plot with a linear regression line. The x-axis is labeled 'Days since start of outbreak' and ranges from 0 to 100. The y-axis is labeled 'Number of cases' and ranges from 0 to 100. There are 10 data points plotted as 'x' marks. A solid black line represents the linear regression fit, starting at (0,0) and ending at (100,100). The data points are approximately at (0,0), (10,10), (20,20), (30,30), (40,40), (50,50), (60,60), (70,70), (80,80), and (90,90).

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 9 day of October, 2025,
by Date Month Year

(1) Michael Amundson

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(x) who appeared before me.

Signature 

Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidder's Information Document Date: October 8, 2025

Number of Pages: 1 Signer(s) Other Than Named Above: _____

BIDDER'S NAME: Hardy and Harper, Inc.

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: Case Land Survey
Address: 614 N. Eckhoff Street, Orange Ca 92613
License No. and Class: L5411
DIR Registration No.: 1000001533
Phone No.: 714 628 8948 Email: clsi@caselandsurveying.com
Percent of Total Contract: 10%
Specific Scope of Work: Survey

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: Hardy & Harper, Inc.

REFERENCES

The BIDDER shall provide the names, addresses, phone numbers, and e-mail addresses of three (3) references for which BIDDER has performed similar work within the past three years, with at least two (2) references being public agencies. Failure of the BIDDER to list the required references in the bid proposal, or the subsequent inability of the CITY to verify any provided references, shall result in the BIDDER being deemed non-responsive.

Agency Name: City of Adelanto
Address: 11600 Air Expressway, Adelanto, CA 92301
Phone No.: (909) 682-0051 Contact: Richard Burgess
Description of Work: SWPPP, Cold Mill, ARHM, Striping, PCC, Utility Adjusting

Agency Name: City of Cathedral City
Address: 68700 Avenida Lalo Guerrero, Cathedral City, CA 92234
Phone No.: (760) 202-2402 Contact: Jesus Gutierrez
Description of Work: Cold Mill, Crack Seal, Striping, Marking, PCC, Utility Adjusting

Agency Name: City of Highland
Address: 27215 Base Line, Highland, CA 92346
Phone No.: (909) 864-6861 Contact: Octavio Duran
Description of Work: PCC, Cold Mill, Survey, Utility Adjusting, Striping

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: Fidelity & Deposit Company of Maryland
Address: 777 S. Figueroa Street, Los Angeles, CA 90017
Phone No.: (213) 270-0600 Contact: David Wei

Name: Commercial Surety Bond Agency
Address: 1411 N. Batavia Street, #201, Orange, CA 92867
Phone No.: (714) 516-1232 Contact: Dwight Reilly

Name: Burnham WGB Insurance Solutions
Address: 15901 Red Hill Avenue, Tustin, CA 92780
Phone No.: (714) 505-7000 Contact: Darby Dempsey

Name: _____
Address: _____
Phone No.: _____ Contact: _____

Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Adelanto 11600 Air Expressway Adelanto, CA 92301	Richard Burgess (909) 682-0051 rburgess@adelantoca.gov	Dennis Street and Kay Street Pavement Rehabilitation Contract Amount: \$349,000.00 Completion Date: May 2025
City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234	Jesus Gutierrez (760) 202-2402 jgutierrez@cathedralcity.gov	2024-2025 City Streets Pavement Reconstruction Projects Contract Amount: \$1,432,000.00 Completion Date: April 2025
City of Highland 27215 Base Line Highland, CA 92346	Octavio Duran (909) 864-6861 oduran@cityofhighland.org	FY 23-24 & 24-25 CDBG Pavement Improvement Project No. OLA24001 Contract Amount: \$578,000.00 Completion Date: April 2025
City of Eastvale 12363 Limonite Ave, Suite 910 Eastvale, CA 91752	Gabriel Mayorquin (951) 703-4492 gmayorquin@eastvaleca.gov	2024 Median Improvement Project Contract Amount: \$2,062,500.00 Completion Date: March 2025
City of Indian Wells 44-950 Eldorado Dr. Indian Wells, CA 92210	Mirian Fulson (760) 776-0237 mfulson@indianwells.com	Local Roads Improvement - Phases 2, 3, 4 Contract Amount: \$1,460,000.00 Completion Date: February 2025
City of Highland 27215 Base Line Highland, CA 92346	Octavio Duran (909) 864-6861 oduran@cityofhighland.org	Greenspot Road Median and Street Improvements Contract Amount: \$951,000.00 Completion Date: February 2025
City of Hawaiian Gardens 21815 Pioneer Blvd Hawaiian Gardens, CA 90716	Neema Ghanbari (562) 420-2641 nghanbari@hgcity.org	Carson Street Beautification (Phase II), Project 108 Contract Amount: \$4,480,000.00 Completion Date: February 2025
City of Bell Gardens 8327 Garfield Avenue Bell Gardens, CA 90201	Veronica Sanchez (562) 8069-7770 vsanchez@bellgardens.org	Eastern Avenue Improvements Project Contract Amount: \$1,278,900.00 Completion Date: February 2025
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	Youssef Baskaron (951) 332-6464 ybaskaron@jurupavalley.org	2023-2024 CDBG Glen Avon & 2024-2025 CDBG Rubidoux Area Pavement Rehab Contract Amount: \$1,197,920.00 Completion Date: January 2025
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754	Anthony Bendezu (626) 307-1283 abendezu@montereypark.ca.gov	2022-23 Monterey Pass Road Overlay Contract Amount: \$1,133,912.00 Completion Date: December 2024
City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92313	Kamran Dadbeh (909) 824-6621 kdadbeh@grandterrace-ca.gov	Pavement Rehabilitation on Mount Vernon Avenue Contract Amount: \$693,000.00 Completion Date: December 2024
City of Fullerton 303 West Commonwealth Avenue Fullerton, CA 92832	Melissa Rendon (714) 738-6886 melissa.rendon@cityoffullerton.org	Las Palmas Area Street Rehabilitation Contract Amount: \$2,585,000.00 Completion Date: October 2024
County of Riverside 3525 14th Street Riverside, CA 92501	Joel Jimenez (951) 955-1537 jrjimenez@rivco.org	Dillon Road Resurfacing and Bubbling Wells Resurfacing Contract Amount: \$3,200,000.00 Completion Date: September 2024
City of Orange 300 E. Chapman Avenue Orange, CA 92866	Salvador Munoz (714) 744-5547 smunoz@cityoforange.org	Annual Pavement Maintenance at Various Locations FY 23-24 Contract Amount: \$3,850,000.00 Completion Date: August 2024
City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234	Armando Baldizzone (760) 770-0340 abaldizzone@cathedralcity.gov	Panorama Neighborhood Pavement Reconstruction Contract Amount: \$636,000.00 Completion Date: July 2024
City of Ontario 303 East "B" Street Ontario, CA 91764	Yesenia Lopez (909) 395-2103 ylopez@ontarioca.gov	2024 Spring Pavement Rehabilitation Project Contract Amount: \$2,041,000.00 Completion Date: June 2024
City of Los Alamitos 3191 Katella Avenue Los Alamitos, CA 90720	Chris Kelley (562) 431-3538 ckelley@cityoflosalamitos.org	Bloomfield Street Improvement Project Contract Amount: \$207,000.00 Completion Date: April 2024
City of Rancho Santa Margarita 22112 El Paseo Rancho Santa Margarita, CA 92688	Tri Nguyen (949) 635-1813 tnguyen@cityofrsm.org	Fy 23-24 Annual Residential Overlay Contract Amount: \$829,425.00 Completion Date: March 2024
City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058	Lisette Melendez (323) 583-8811 lmelendez@cityofvernon.org	Gifford Ave, 48th, 49th & 50th Street Improvements Contract Amount: \$792,000.00 Completion Date: March 2024

Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755	Davina Buenavista (310) 766-6985 dbuenavista@koacorp.com	Palm Drive Pavement Rehabilitation Project Contract Amount: \$774,000.00 Completion Date: October 2023
City of Manhattan Beach 14000 Highland Avenue Manhattan Beach, CA 90266	Gilbert Ramos (310) 802-5353 gramos@manhattanbeach.gov	Cycle 2 Street Resurfacing Project Contract Amount: \$3,110,000.00 Completion Date: September 2023
San Bernardino County 825 East 3rd Street San Bernardino, CA 92415	Larry White (909) 663-7599 lwhite@dpw.sbcounty.gov	Rain Shadow Road and Other Roads Contract Amount: \$830,000.00 Completion Date: September 2023
City of El Segundo 350 Main Street El Segundo, CA 90245	Floriza Rivera (310) 524-2361 frivera@elsegundo.org	FY 23/24 Pavement Rehabilitation Project Contract Amount: \$1,635,000.00 Completion Date: July 2023
City of La Cañada Flintridge 1 Civic Center Drive La Cañada Flintridge, CA 91011	Nasser Shoushtarian (818) 790-8882 nshoushtarian@lcf.ca.gov	2023 Citywide Street Resurfacing Program Contract Amount: \$1,060,000.00 Completion Date: June 2023
City of Palos Verdes Estates 340 Palos Verdes Drive West Palos Verdes Estates, CA 90274	Monica Pango (951) 475-3625 mpango@hrgreen.com	FY 21-22 Street Improvements Contract Amount: \$1,138,000.00 Completion Date: May 2023
City of Norwalk 12700 Norwalk Blvd Norwalk, CA 90650	Delfino Consunji (714) 686-8911 dconsunji@oe-eng.com	Local Streets Rehabilitation CDBG FY 22-23 Contract Amount: \$956,000.00 Completion Date: April 2023
City of San Gabriel 425 S. Mission Drive San Gabriel, CA 91776	Alam Mai (626) 308-2825 amai@sgch.org	CDBG Street Improvements Project FY 22/23 Contract Amount: \$490,000.00 Completion Date: March 2023
City of Fullerton 303 West Commonwealth Avenue Fullerton, CA 92832	Rafael Chavez (714) 932-7506 rafael.chavez@cityoffullerton.com	Residential Street Rehabilitation Contract Amount: \$1,204,780.00 Completion Date: February 2023
City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552	Quang Nguyen (951) 413-3159 quangn@moval.org	Pavement Rehab. for Various Local Streets CDBG FY 21/22 Contract Amount: \$2,444,260.00 Completion Date: December 2022
City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92313	Kamran Dadbeh (909) 824-6621 kdadbeh@grandterrace-ca.gov	Pavement Rehab. On Barton Rd, Van Buren St & Vivienda Ave Contract Amount: \$570,000.00 Completion Date: September 2022
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dgutierr@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 1 Contract Amount: \$2,875,000.00 Completion Date: June 2022
City of Orange 300 E. Chapman Avenue Orange, CA 92866	Youichi Nakagawa (714) 744-5572 ynakagawa@cityoforange.org	Prospect & Spring Right Turn Lane Modification Project Contract Amount: \$920,000.00 Completion Date: June 2022
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Manuel Fabian (818) 898-1243 mfabian@sfcity.org	Pico Street Improvement Project Contract Amount: \$465,000.00 Completion Date: May 2022
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dgutierr@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 10 Contract Amount: \$2,355,000.00 Completion Date: April 2022
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	Desiree Flores (951) 332-6464 dflores@jurupavalley.org	2021-22 CDBG Old Mira Loma Pavement Rehabilitation Project Contract Amount: \$810,000.00 Completion Date: April 2022
City of Anaheim 200 S. Anaheim Blvd Anaheim, CA 92805	Lorenzo Rea (714) 765-6893 lrea@anaheim.net	Residential Street Improvement Project - Lotus & Torry, Group 13 Contract Amount: \$5,806,000.00 Completion Date: March 2022
County of Riverside 3525 14th Street Riverside, CA 92501	Hector Davila (951) 955-6885 hedavila@rivco.org	Fisher Street Resurfacing Project Contract Amount: \$785,560.00 Completion Date: February 2022
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Carl Hassel (909) 364-2817 chassel@chinohills.org	Village Center Drive Pavement Rehabilitation Project Contract Amount: \$408,000.00 Completion Date: December 2021
Los Angeles County 900 S. Fremont Avenue Alhambra, CA 91803	Peter Sanque (661) 947-7173 psanque@pw.lacounty.gov	Pavement Reconstruction (Sustainable) North LA County Contract Amount: \$1,873,929.57 Completion Date: November 2021

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: 215952

DIR Registration No.: 1000000076

Name of Individual Contractor (Print or type):

N/A

Signature of Owner(s): N/A

Business Address: N/A

or

Name of Company: Hardy & Harper, Inc.

Business Address: 32 Rancho Circle, Lake Forest, CA 92630

Officers:

Name: Dan T. Maas Title: President

Name: Michael Amundson Title: Vice President

Name: Kristen Paulino Title: Corporate Secretary

or

Name of Corporation: Hardy & Harper, Inc.

Business Address: 32 Rancho Circle, Lake Forest, CA 92630

Corporation organized under the laws of the State of:

Dan T. Maas
Name of President of Corp./ Company

Kristen Paulino
Name of Secretary of Corp./ Company

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

See Attached
(Signature of Notary Public)

BY: Michael Amundson
(Print Name)


(Signature)

TITLE: Vice President

(SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

x
x
x
x
x
x
x

*Signature of Document Signer No. 1**Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 9 day of October, 2025,
by Date Month Year(1) Michael Amundson(and (2) _____),
*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence
to be the person(x) who appeared before me.Signature
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Contractor's Licensing Statement Document Date: October 8, 2025Number of Pages: 1 Signer(s) Other Than Named Above: _____

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Hardy & Harper, Inc. (the "Principal") has submitted a bid (the "Bid") to the City of Laguna Hills, California (the "City") for construction of the

FY 25-26 Community Development Block Grant Curb Ramp Improvement Project, CIP No. 170 (the "Work"), as specifically set forth in documents entitled FY 25-26 Community Development Block Grant Curb Ramp Improvement Project, CIP No. 170

(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
(TITLE OF BID PACKAGE)

Dated: September, 2025 (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 Fidelity and Deposit Company of Maryland (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 Eighteen Thousand Seven Hundred Forty One and --/100 DOLLARS (\$ 18,741.00), 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, 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 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 22nd day of October, 2025.

PRINCIPAL:

Hardy & Harper, Inc.
 (Principal Name) (Seal)

By: 
 (Signature)

Michael Amundson, Vice President
 (Print Name and Title)

By: 
 (Signature)

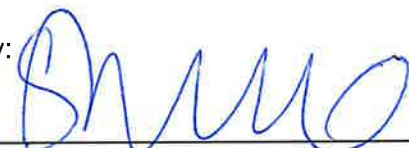
Kristen Paulino, Corporate Secretary
 (Print Name and Title)

Principal Address and Telephone:

32 Rancho Circle
Lake Forest, CA 92630
714-444-1851

SURETY:

Fidelity and Deposit Company of Maryland
 (Surety Name) (Seal)

By: 
 (Signature)

Shaunna Rozelle Ostrom, Attorney-in-Fact
 (Print Name and Title)

By: _____
 (Signature)

 (Print Name and Title)

Surety Address and Telephone:

777 South Figueroa Street, Suite 3900
Los Angeles, CA 90017
213-270-0600

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On October 22, 2025 before me, Elizabeth Ellen Walters, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael Amundson and Kristen Paulino
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidder's Bond Document Date: October 22, 2025
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Amundson
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Hardy & Harper, Inc.

Signer's Name: Kristen Paulino
☒ Corporate Officer — Title(s): Corporate Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Hardy & Harper, Inc.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On October 22nd, 2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Melissa Ann Vaccaro

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL, Magdalena R. WOLFE, Robert WOOD of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 07th day of August, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 07th day of August, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of October, 2025.



A handwritten signature in cursive script, reading 'mg Pethick', is written over a horizontal line.

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BIDDER'S NAME: Hardy & Harper, Inc.

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

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

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 October 8, 2025 [date], at Lake Forest [city], California [state]."

Signed: _____

Michael Amundson, Vice President
Title

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

See Attached
Signature of Notary Public

(SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

x _____
x _____
x _____
x _____
x _____
x _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 9 day of October, 20 25,
by Date Month Year(1) Michael Amundson(and (2) _____),
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence
to be the person(x) who appeared before me.

Signature _____

Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Non-Collusion Affidavit Document Date: October 8, 2025Number of Pages: 1 Signer(s) Other Than Named Above: _____

CITY OF LAGUNA HILLS

**PROPOSAL BID SHEETS
FOR**

FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT
PROJECT, CIP 170

BID ITEMS 1-8:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	Mobilization (5% max of Subtotal)	1	LS	\$4,320.00	\$4,320.00
2	Traffic Control & Noticing	1	LS	\$6,100.00	\$6,100.00
3	Water Pollution Control Plan and BMP Implementation	1	LS	\$3,240.00	\$3,240.00
4	Construction Surveying & Monument Restoration	1	LS	\$17,000.00	\$17,000.00
5	Remove & Replace Curb Ramp per OCPW Std. Plan 1115, Case 1, with yellow tile truncated domes.	1	EA	\$6,600.00	\$6,600.00
6	Remove & Replace Curb Ramp per OCPW Std. Plan 1115, Case 2, with yellow tile truncated domes.	6	EA	\$5,500.00	\$33,000.00
7	Remove & Replace Curb Ramp per OCPW Std. Plan 1115, Case 4, with yellow tile truncated domes.	27	EA	\$3,850.00	\$103,950.00
8	Remove existing blue truncated domes (sawcut with no overcuts), and install new yellow tile truncated domes, per OCPW Std. Plan 1115.	8	EA	\$1,650.00	\$13,200.00

TOTAL BID IN FIGURES:

\$ 187,410.00

TOTAL BID IN WORDS:

ONE HUNDRED EIGHT-SEVEN THOUSAND FOUR HUNDRED ^{TEN} DOLLARS

AND ZERO CENTS.

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.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT PROJECT
CIP 170

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 8th day of October, 2025.

BIDDER Hardy & Harper, Inc.
32 Rancho Circle, Lake Forest, CA 92630

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

See Attached
(Signature of Notary Public)

(Attach Jurat)

(SEAL)

BY: Michael Amundson
(Print Name)


(Signature)

TITLE: Vice President

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: _____

GOVERNMENT CODE § 8202

☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

X

X

X

X

X

X

Signature of Document Signer No. 2 (if any)

County of Orange

on this 9 day of October, 2025,
by Date Month Year

(1) Michael Amundson

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature 
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Title or Type of Document: Proposal Document Date: October 8, 2025

Number of Pages: 1 Signer(s) Other Than Named Above: _____

BIDDER'S NAME: Hardy & Harper, Inc.

**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 FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT PROJECT, CIP 170 AND IN THE SPECIAL PROVISIONS FOR FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT PROJECT, CIP 170 and accepts all conditions and requirements contained therein.

Hardy & Harper, Inc.
Bidder


By Michael Amundson, Vice President

10/8/2025
Date

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



CITY OF LAGUNA HILLS

October 7, 2025

SUBJECT: Addendum No. 1 to CIP 170, FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT PROJECT

To All Bidders:

This Addendum No. 1 is being issued for the subject bid documents. The following changes have been made to the bid documents:

Instructions to Bidders Pages IB-1 through IB-6 have been replaced with the attached pages.

In addition, Bidders shall note the following:

Most curb ramp improvements on this Project will be paid using Community Development Block Grant funding. Therefore, the City of Laguna Hills is requesting bids from qualified bidders – including Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veterans Business Enterprise (DVBE), Small Business Enterprise (SBE) and Section 3 license contractors and suppliers.

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 and the U.S. Davis-Bacon Wage Rates for Federally-Funded Projects. Not less than higher of the State or Federal prevailing wage rates shall be paid for work on this Project.

Due to Community Development Block Grant funding, this is a Federally-assisted construction contract. Prevailing wage requirements of the Davis-Bacon Act and related requirements will be enforced. The Federal wage rates are attached to the specifications as Appendix D and can be found at the Department of Labor's website: <https://www.wdol.gov>. The final contract package signed by the City and the Contractor will contain the most updated federal wage rates.

EqualTile, 626-494-1827 or www.equaltile.com, is an approved equal for the installation of the Vitrified Polymer Composite truncated dome mats required on this project.

Bidders shall take note that the engineer's cost estimate for the project is \$250,000.

Bidders shall sign and include this page in their proposal in order for their bid to be considered responsive.

If you have any additional questions about this bid, please send your questions to Julie Comella at jcomella@lagunahillscsca.gov.

Sincerely,


Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Receipt Acknowledged:

By: 

Name: Michael Amundson, Vice President

Firm: Hardy & Harper, Inc.

Attachments:

1. Revised bid document pages

24035 El Toro Road • Laguna Hills, California 92653 • (949) 707-2600 • FAX (949) 707-2633
Website: www.lagunahillsCA.gov



CITY OF LAGUNA HILLS

October 13, 2025

SUBJECT: Addendum No. 2 to CIP 170, FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT PROJECT

To All Bidders:

This Addendum No. 2 is being issued for the subject bid documents. The following changes have been made to the bid documents:

Bidders shall note the following:

The following strikeout text is deleted from Addendum No. 1, and the following underlined text is added to Addendum No. 1:

Most curb ramp improvements on this Project will be paid using Community Development Block Grant funding. Therefore, the City of Laguna Hills is requesting (but not requiring) bids from qualified bidders – including ~~Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veterans Business Enterprise (DVBE), Small Business Enterprise (SBE) and Section 3~~ licensed contractors and suppliers, and licensed contractors and suppliers that employ Section 3 workers.

On September 30, 2025, the U.S. Department of Transportation (DOT) issued an Interim Final Rule (IFR) revising the Disadvantaged Business Enterprise (DBE) and Airport Concession DBE (ACDBE) Programs. The IFR was published in the Federal Register on October 3, 2025, and is effective immediately. As a subrecipient of federal transportation funding, the City is required to comply with these changes. Bidders must disregard any DBE goal language previously included in the bid documents. All other references to DBE participation remain informational only and do not constitute enforceable goals under this solicitation.

Regarding Section 3 requirements, the contractor on this project will be required to fill out the attached form, or as may be amended.

The City remains committed to inclusive contracting practices and encourages participation from all qualified firms.

Bidders shall sign and include this page in their proposal in order for their bid to be considered responsive.

If you have any additional questions about this bid, please send your questions to Julie Comella at jcomella@lagunahillsca.gov.

Sincerely,

Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Receipt Acknowledged:
By: 
Name: Michael Amundson, Vice President
Firm: Hardy & Harper, Inc.

Attachments:

1. DBE IFR Guidance 10-03-2025
2. Section 3 Contractor Form

24035 El Toro Road • Laguna Hills, California 92653 • (949) 707-2600 • FAX (949) 707-2633
Website: www.lagunahillsCA.gov



BA20241230236



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20241230236

Date Filed: 7/1/2024

B2856-2381 07/01/2024 10:46 AM Received by California Secretary of State

Entity Details							
Corporation Name		HARDY & HARPER, INC.					
Entity No.		0443071					
Formed In		CALIFORNIA					
Street Address of Principal Office of Corporation		Principal Address					
		32 RANCHO CIRCLE LAKE FOREST, CA 92630					
Mailing Address of Corporation		Mailing Address					
		32 RANCHO CIRCLE LAKE FOREST, CA 92630					
Attention							
Street Address of California Office of Corporation		Street Address of California Office					
		32 RANCHO CIRCLE LAKE FOREST, CA 92630					
Officers							
Officer Name		Officer Address		Position(s)			
Kristen S. Paulino		32 RANCHO CIRCLE Lake Forest, CA 92630		Secretary, Chief Financial Officer			
DANIEL THOMAS MAAS		32 RANCHO CIRCLE LAKE FOREST, CA 92630		Chief Executive Officer			
Additional Officers							
Officer Name		Officer Address		Position		Stated Position	
Michael A Amundson		32 RANCHO CIRCLE LAKE FOREST, CA 92630		Vice President			
Directors							
Director Name		Director Address					
Tessa Irene Maas		32 Rancho Circle Lake Forest, CA 92630					
+ Daniel Thomas Maas		32 RANCHO CIRCLE LAKE FOREST, CA 92630					
+ Kristen S Paulino		32 RANCHO CIRCLE LAKE FOREST, CA 92630					
The number of vacancies on Board of Directors is: 0							
Agent for Service of Process							
Agent Name		KRISTEN S. PAULINO					
Agent Address		32 RANCHO CIRCLE LAKE FOREST, CA 92630					
Type of Business							
Type of Business		ASPHALT PAVING CONTRACTOR					

Email Notifications	
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Labor Judgment	
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.	
Electronic Signature	
☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Kristen S. Paulino</i>	07/01/2024
Signature	Date



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification(s) **A C-8 C12**

Expiration Date **12/31/2025**

www.cslb.ca.gov



CA



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[Contractor Registration Search](#)

[Project Registration Search](#)

[Register](#)

[Home](#) > [Customer Account Lookup](#) > 1000000076 - Hardy & Harper, Inc.

1000000076 - Hardy & Harper, Inc.

Customer Account Lookup

PWCR

1000000076

Contractor Status

DIR Approved

CSLB

Business Phone

7144441851

Ext

Registration Start Date

Legal Entity Name

Doing Business As (DBA)

Business Structure

President

Email

Registration End Date

Crafts

Address

Mailing Address

Mailing Address - City

Mailing Address - State

Mailing Address - Zip

Mailing Address - Country

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (13)

California Environmental Protection Agency
Air Resources Board

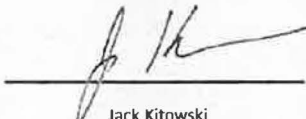
January 1, 2025

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

HARDY & HARPER, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

4333

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630
Tel: (714) 444-1851
Fax: (714) 444-2801

Ad Proofs

Project Name: FY 25-26 Community Development Block
Grant Curb Ramp Improvement Project

Contract/Bid #: CIP No. 170

Awarding Agency: City of Laguna Hills

Focus Journal Ad

Publication: DBE GoodFaith (DBEGoodFaith.com)

Published On: 10/08/2025 @ 09:53:09 AM Pacific

Expired On: 10/15/2025 @ 11:59:59 PM Pacific

Message Notifications Sent To: lwalters@hardyandharper.com

Published At: https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=65975



Hardy & Harper, Inc.

is seeking qualified DBEs, MBEs, WBEs, SBEs, SBA MBEs, SDBs, SBA SDVOBs, SBA VOBs, WOSBs, HUBZone, Section 3s, DVBEs

Project Name

FY 25-26 Community Development Block Grant Curb Ramp Improvement Project

Bid/Contract

CIP No. 170

Awarding Agency

City of Laguna Hills

Project Location

Laguna Hills, Orange County, CA

Bid Date

10/15/2025 at 02:00

Project Details

We are seeking quotes for the following items:

TRAFFIC CONTROL

WATER POLLUTION CONTROL

BMP IMPLEMENTATION

SURVEY

TRUNCATED DOME INSTALLATION

TRUCKING

We are an equal opportunity employer.

The plans and specs are available for review at our office or via email by sending a request to Liz Walters at lwalters@hardyandharper.com.

Bonds will not be required from qualified subcontractors.

Insurance will be required from all subcontractors.

Please reach out to us for questions, concerns, or assistance.

Get in Touch

Outreach Coordinator

Liz Walters

Telephone

(714) 444-1851

Fax

(714) 444-2801

Address

**32 Rancho Circle
Lake Forest, CA 92630**

[Send Message »](#)

Certification & Assistance

California DBE Program

San Francisco LBE Program

San Diego SLBE Program

Bay Area Rapid Transit MBE, WBE (EOPP) Program

Los Angeles County CBE Program

Alameda County SLEB Program

California Supplier Clearinghouse Diversity Program
Program

Oakland LBE/SLBE Program

Los Angeles County SLBE & DVBE Program

Alameda County Alameda CTC LBE/SLBE Program

California SB-PW Program

California DVBE Program

Free DBE Resources

Procurement, Capital Access, & Surety Bond Assistance

The U.S. Department of Transportation-
supported **Southwest Region SBTRC** helps
DBEs with **Procurement, Capital Access, and
Surety Bond Assistance** - and much more - at
no cost.

[Learn more »](#)

Trade Journal Ad

Publication: DBE Journal (DBEJournal.com)

Published On: 10/08/2025 @ 09:53:09 AM Pacific

Expired On: 10/15/2025 @ 11:59:59 PM Pacific

Published At: [http://dbejournal.com/index.php?show_ad=65975&ad_project_name=FY+25-](http://dbejournal.com/index.php?show_ad=65975&ad_project_name=FY+25-26+Community+Development+Block+Grant+Curb+Ramp+Improvement+Project&co_name=Hardy+%26+Harper%2C+Inc.)

[26+Community+Development+Block+Grant+Curb+Ramp+Improvement+Project&co_name=Hardy+%26+Harper%2C+Inc.](http://dbejournal.com/index.php?show_ad=65975&ad_project_name=FY+25-26+Community+Development+Block+Grant+Curb+Ramp+Improvement+Project&co_name=Hardy+%26+Harper%2C+Inc.)



Outreach Coordinator

Liz Walters

Contact Information

32 Rancho Circle
Lake Forest, CA 92630

Telephone

(714) 444-1851

Fax

(714) 444-2801

Hardy & Harper, Inc.

is seeking qualified DBEs, MBEs, WBEs, SBEs, SBA MBEs, SDBs, SBA SDVOBs, SBA VOBs, WOSBs, HUBZone, Section 3s, DVBEs

Project Name

FY 25-26 Community Development Block Grant Curb Ramp Improvement Project

Bid/Contract #

CIP No. 170

Awarding Agency

City of Laguna Hills

Project Location

Laguna Hills, Orange County, CA

Bid Date

10/15/2025 at 02:00

Project Details

We are seeking quotes for the following items:

TRAFFIC CONTROL
WATER POLLUTION CONTROL
BMP IMPLEMENTATION
SURVEY
TRUNCATED DOME INSTALLATION
TRUCKING

We are an equal opportunity employer.

The plans and specs are available for review at our office or via email by sending a request to Liz Walters at lwalters@hardyandharper.com.

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Insurance will be required from all subcontractors.

Please reach out to us for questions, concerns, or assistance.

LinkedIn

Remember to follow DBEGoodFaith on LinkedIn and re-post the bid invitation provided below. This will help you get more eyes on the sub/supplier opportunities available on the project.

Published On: 10/08/2025 @ 09:56:02 AM Pacific

Published At: <https://www.linkedin.com/feed/update/urn:li:share:7381734129018724352/>

Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630
Tel: (714) 444-1851
Fax: (714) 444-2801

Solicitation Log

Project Name: FY 25-26 Community Development Block Grant Curb Ramp Improvement Project

Contract/Bid #: CIP No. 170

Awarding Agency: City of Laguna Hills

Log Details

- All emails and faxes were sent and tracked through DBEGoodFaith.com's automated solicitation and logging system.
- The solicitation system makes up to 5 attempts to successfully delivery a fax as long as a human does not answer the call. If a human answers the call, only 1 attempt is made.
- The solicitation system attempts to successfully deliver emails until the response from the recipient's email server requests that no other attempts be made.

Company	Fax Send Date & Delivery Status	Email Send Date & Delivery Status
ABI ENGINEERING CONSULTANTS, INC. ABI ENGINEERING CONSULTANTS INC 1701 E EDINGER AVE STE A9 SANTA ANA, CA 92705 Tel: 8882205596 Fax: 7148664171 dayab@abieng.net Cert: SBA SDB; SBA MBE	n/a	10/08/2025 10:24 am PST Delivered
AHTNA DESIGN-BUILD INC 3200 EL CAMINO REAL STE 240 IRVINE, CA 92602 Tel: 7148243470 Fax: 7148243474 ssiemers@ahtna.net Cert: SBA SDB	n/a	10/08/2025 10:24 am PST Delivered
ARIES CONSTRUCTION CORPORATION ARIES CONSTRUCTION CORP 1701 E EDINGER AVE STE A9 SANTA ANA, CA 92705 Tel: 7143612911 Fax: 7143612911 ariesccorp@gmail.com Cert: SBA SDB; SBA MBE	n/a	10/08/2025 10:24 am PST Delivered
California Barricade Rentals, Inc. 1550 East Saint Gertrude Place Santa Ana, CA 92705 Tel: 7145588474 Fax: 7145583821 joni@californiabarricade.com Cert: DBE - M. Owned	n/a	10/08/2025 10:24 am PST Delivered
CHAD A MATHES CA MATHES CONSTRUCTION 29612 NOVACELLA LAGUNA NIGUEL, CA 92677 Tel: 9494123795 Fax: None Listed cmathes@camathesconstruction.com Cert: SBA SDB	n/a	10/08/2025 10:24 am PST Delivered

Chatillo Trucking Inc. 1421 S. MAPLE STREET SANTA ANA, CA 92707 Tel: 7142968339 Fax: None Listed chatillo75@gmail.com Cert: DBE - M. Owned	n/a	10/08/2025 10:24 am PST Delivered
Coast Surveying, Inc 15031 PARKWAY LOOP, SUITE B TUSTIN, CA 92780 Tel: 7149186266 Fax: 7149186277 ruel.delcastillo@coastsurvey.com Cert: DBE - M. Owned	n/a	10/08/2025 10:24 am PST Delivered
CWE CALIFORNIA WATERSHED ENGINEERING CORP 1561 E ORANGETHORPE AVE STE 240 FULLERTON, CA 92831 Tel: 7145267500 Fax: 7145267004 vbapna@cwecorp.com Cert: SBA SDB; SBA MBE	n/a	10/08/2025 10:24 am PST Delivered
D. P. REYNOLDS CORPORATION 33682 CALLE CONEJO SAN JUAN CAPISTRANO, CA 92675 Tel: 9494931050 Fax: 9494936556 dprcorp@cox.net Cert: SBA SDB	n/a	10/08/2025 10:24 am PST Delivered
DRAKE TRAFFIC CONTROL SERVICES, INC. DRAKE TRAFFIC CONTROL SERVICES 1180 N RICHFIELD RD ANAHEIM, CA 92807 Tel: 6572845858 Fax: None Listed vy@draketraffic.com Cert: SBA SDB	n/a	10/08/2025 10:24 am PST Delivered

E2 Contracting Inc 306 W. Katella Ave. STE B Orange, CA 92867 Tel: 9492477281 Fax: None Listed erik.franzen@e2contracting.net Cert: DVBE	n/a	10/08/2025 10:24 am PST Delivered
Fryman Management Inc. 18 Goodyear 105 CALIFORNIA Irvine, CA 92618 Tel: 9494815211 Fax: None Listed accounting@frymanmgmt.com Cert: DVBE	n/a	10/08/2025 10:24 am PST Delivered
FUSCOE ENGINEERING, INC FUSCOE ENGINEERING INC 15535 SAND CANYON AVE IRVINE, CA 92618 Tel: 9494227094 Fax: 9494745315 nparker@fuscoe.com Cert: SBA SDB	n/a	10/08/2025 10:24 am PST Delivered
Geospatial Professional Solutions, Inc. 3151 AIRWAY AVENUE G2 COSTA MESA, CA 92626 Tel: 9494593052 Fax: None Listed aramos@gpsi-corp.com Cert: DBE - F. Owned	n/a	10/08/2025 10:24 am PST Delivered
GLOBAL ENVIRONMENTAL NETWORK, INC PO BOX 8068 FOUNTAIN VALLEY, CA 92728 Tel: 7144791199 Fax: 7144790809 Mhorner@safetygeni.com Cert: DVBE	n/a	10/08/2025 10:24 am PST Delivered

JC PALOMAR CONSTRUCTION, INC 2627 S MAIN ST SANTA ANA, CA 92707 Tel: 7147546440 Fax: 7147546493 chris@jcpalomar.com Cert: SBA SDB; SBA MBE	n/a	10/08/2025 10:24 am PST Delivered
K2 Lopez Trucking Services, Inc 2101 N Eastwood Ave Santa Ana, CA 92705 Tel: 7147193675 Fax: None Listed alyssa@k2lopeztrucking.com Cert: DBE - M. Owned	n/a	10/08/2025 10:24 am PST Delivered
LAUREL CIVIL & ENVIRONMENTAL CONSULTANTS LAUREL CIVIL & ENVIRONMENTAL CONSULTANTS 27252 BORRASCA MISSION VIEJO, CA 92691 Tel: 7144744174 Fax: None Listed sally@laurelcec.com Cert: SBA SDB	n/a	10/08/2025 10:24 am PST Delivered
MALLARD CONSTRUCTION INC 1180 North Richfield Road Anaheim, CA 92807 Tel: 7605501645 Fax: None Listed sam@mallardinc.com Cert: DVBE	n/a	10/08/2025 10:24 am PST Bounced
NATURES IMAGE, INC. 20361 HERMANA CIR LAKE FOREST, CA 92630 Tel: 9496804414 Fax: 9496804450 dslinger@naturesimage.net Cert: SBA WOSB	n/a	10/08/2025 10:24 am PST Delivered

ORANGE COAST ANALYTICAL, INC. ORANGE COAST ANALYTICAL INC 3002 DOW AVE TUSTIN, CA 92780 Tel: 7148320064 Fax: None Listed cindyn@ocalab.com Cert: SBA SDB	n/a	10/08/2025 10:24 am PST Delivered
ROLHARD, INC. 1822 E ROUTE 66 SUITE 262 GLENDORA, CA 91702 Tel: 3104673502 Fax: None Listed AMY@ROLHARDINC.COM Cert: SBE	n/a	10/08/2025 10:24 am PST Delivered
Saddleback Surveys, Inc. 9 CORPORATE PARK, SUITE 110 IRVINE, CA 92606 Tel: 9492158630 Fax: 9492158631 ktetreault@saddlebacksurveys.com Cert: DBE - F. Owned	n/a	10/08/2025 10:24 am PST Delivered
SOCAL WALDEN INC 2552 WHITE RD STE B IRVINE, CA 92614 Tel: 9496600110 Fax: 9496600418 deanne@waldenassociates.net Cert: DBE - M. Owned	n/a	10/08/2025 10:24 am PST Delivered
STALLION TRUCKING GROUP LLC 4511 EL CAMINO REAL IRVINE, CA 92602 Tel: 7142135951 Fax: None Listed Janean@stalliontruckinggroup.com Cert: SBA SDB; SBA MBE	n/a	10/08/2025 10:24 am PST Bounced

TAZLINA RIVER CONTRACTORS 3200 EL CAMINO REAL SUITE 240 IRVINE, CA 92602 Tel: 7148243470 Fax: None Listed ssierners@ahtna.net Cert: SBA SDB	n/a	10/08/2025 10:24 am PST Delivered
THREE D PLASTICS, INC. 430 N VARNEY ST BURBANK, CA 91502 Tel: 3238491316 Fax: 8188415096 frank@3dplastics.com Cert: SBE	n/a	10/08/2025 10:24 am PST Delivered
VECTOR-HORIZON ASSOCIATES INC 44 CANTAR ST RANCHO MISSION VIEJO, CA 92694 Tel: 7605351056 Fax: 9495457644 mmontero@vectorhorizon.biz Cert: DBE - F. Owned	n/a	10/08/2025 10:24 am PST Delivered
ZMASSOCIATES ENVIRONMENTAL CORP 19800 MacArthur Blvd. Suite 300 IRVINE, CA 92612 Tel: 9496089890 Fax: None Listed thomas@zmassociates.com Cert: DVBE	n/a	10/08/2025 10:24 am PST Delivered
ZZ CONSTRUCTION, INC. 1850 E 17TH ST UNIT #204 SANTA ANA, CA 92705 Tel: 7147320878 Fax: None Listed zzatica@zzconstructionco.com Cert: SBA SDB; SBA MBE	n/a	10/08/2025 10:24 am PST Delivered

**CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR CONSTRUCTION OF
FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT
PROJECT, CIP 170**

NOTICE IS HEREBY GIVEN that sealed bids for the **FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT PROJECT, CIP 170** ("Project") in the City of Laguna Hills will be received at the Office of the City Engineer of the 24035 El Toro Road, Laguna Hills, until **2:00 p.m. on Wednesday, October 15, 2025**, at which time they will be publicly opened and read aloud.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including sawcutting, removing, and reconstructing curb ramps with yellow tile truncated domes, replacing blue truncated domes with yellow tile truncated domes, and adjusting traffic signal pull boxes to grade, and other miscellaneous improvements as shown on the plans and as required to complete the work.

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, and reject all other bids, as it may best serve the interest of the City. Within three (3) business 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 five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Bonds (Faithful Performance and Material and Labor), Construction Schedule, and Water Pollution Control Plan.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid **Class A 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.

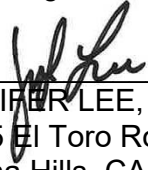
A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial 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 <https://lagunahillsca.gov/bids.aspx>. 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@lagunahillsca.gov.

Dated this 12th day of September 2025.

City of Laguna Hills, California

BY 
JENNIFER LEE, CMC, CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published: Saddleback Valley News

CITY OF LAGUNA HILLS

GENERAL SPECIFICATIONS FOR

FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT PROJECT, CIP 170

SCOPE OF WORK

The work to be performed and completed by Contractor consists of sawcutting, removing, and reconstructing curb ramps with yellow tile truncated domes, replacing blue truncated domes with yellow tile truncated domes, and adjusting traffic signal pull boxes to grade, and all other incidental work in this specification document.

LOCATION OF WORK

The Project is located at Paseo De Valencia and La Paz Road, including surrounding street intersections to the East, as shown on the plans.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within thirty (30) working days after the date of the Notice to Proceed.

TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with the latest updated version of the California Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall schedule the order of his work such that no travel lanes are closed before 8:30 A.M. or after 4:30 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions shall be maintained during construction between 8:30 A.M. and 4:30 P.M. The same number of travel lanes currently in use (at the time of bid) shall be opened to traffic each and every day between 4:30 P.M. and 8:30 A.M. No work that interferes with public traffic shall be performed after 4:30 P.M. or before 8:30 A.M. No street closures shall be made. The traffic signal and traffic signal detectors shall remain operational during the construction until their replacement is scheduled within 5 days of disruption. Night work shall only be allowed with approved, written approval by the City Engineer, at the contractor's request, and shall be completed at no additional cost if approved.

Separation between travel lanes shall be accomplished by the use of delineators placed at a maximum of 15' on center. Traffic channelization at intersections shall be accomplished by the use of delineators placed at a maximum of 10' on center.

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	ATTENTION	Phone Number
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
Gas Company Southern Region Transmission CR&R	P. O. Box 1100 Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
Saddleback Unified School District	P.O. Box 1100 San Juan Capistrano, CA 92693-1100	Mike Campuzano	949/254-1779
	25631 Diseno Drive Mission Viejo, CA 92691	Frank Manzo	949/580-3335
Moulton Niguel Water District	27500 La Paz Road Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communication	27121 Towne Centre Drive Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
Santa Margarita Water District	P. O. Box 7005 Mission Viejo, CA 92690-7005	Jaime Aguilar	949/459-6582
San Diego Gas & Electric	662 Camino de los Mares San Clemente, CA 92673	Attn: Dolphus D. Davis	949/369-4721

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.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the 2024 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

FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT PROJECT, CIP 170

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	FY 25-26 COMMUNITY DEVELOPMENT BLOCK GRANT CURB RAMP IMPROVEMENT PROJECT, CIP 170

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
- Water Pollution Control 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 and State permits and make arrangements for City and State 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 encroachment permit 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

2-3 RIGHT-OF-WAY. [Add the following to this section]:

The City will acquire all rights of way, easements and rights of entry as required for this Project. The Contractor shall verify that the acquisition(s) is completed prior to beginning any work outside of the public right of way. All cost for re-mobilization, downtime, etc. due to delays in obtaining the required rights of way, easements and rights of entry shall be included in all other items of work and no additional compensation will be allowed. In the event the required easements have not yet been acquired by the City, the Contractor shall conduct its operation so as to confine its work to the limits of the existing right-of-way.

2-4 COOPERATION AND COLLATERAL WORK. [Add the following]:

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City of Laguna Hills, 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 his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the 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 various items of work, including any delay impacts, as shown on the proposal bid sheet and no additional compensation will be allowed.

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.

3-10.3 Survey Services. [Add sub-section]:

The Contractor will provide the surveying and the construction staking, if required for the construction of this Project.

The Contractor shall establish 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.

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.

The Contractor shall notify in writing all affected property owners of the proposed construction schedule a minimum of forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Contractor.

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:

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) 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.

(2) 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.

(3) 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.

(b) 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.

(c) 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.

5-7.2.2.2 Street Closures, Detours, Barricades. [Add the following section]:

The Contractor shall perform lane closures and all traffic control operations in accordance with the applicable details in the California MUTCD, latest edition. No work shall be performed until the required lane closure traffic control has been installed and approved by the City. If the City does not feel that the Contractor is properly and safely implementing the MUTCD details, then work shall be stopped until such time as the Contractor can successfully remedy the deficiencies.

Portable delineators (traffic cones are not allowed), which conform to the California MUTCD, latest edition, shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 25 feet. The minimum lane transitions shall be a 50 to 1 taper. Double base delineators will be required.

The Contractor shall schedule the order of his work such that no travel lanes are closed before 8:30 A.M. or after 4:30 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions with flaggers will be required at all times. The same number of travel lanes currently in use shall be opened to traffic during non-working hours. No street closures shall be made unless indicated on the approved traffic control plans. The traffic signal and traffic signal detectors shall remain operational continuously during the construction, and traffic loops that require replacement shall be disrupted no more than 5 calendar days before their replacement. **No weekend work (day or night) will be allowed, unless otherwise specified on the Plans or as approved by the City.**

The Contractor shall provide, at his expense, advanced warning signs advising the public of the impending major construction project and his proposed schedule. Said signs shall be posted at all major approaches to the construction zones a minimum of one week prior to the start of construction.

The Contractor shall designate at least one worker solely for the provision and maintenance of traffic control.

The Contractor shall be responsible for providing temporary access to all intersecting streets and driveways throughout the workday and at the end of each workday. A minimum of one access point shall be maintained for each commercial business during their normal business hours. **Pedestrian access shall be maintained at all times and temporary and permanent pedestrian access shall be in accordance with the Americans with Disabilities Act.**

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area and shall be maintained in a new or like new condition, free of damage and graffiti.

If the traffic delineators are damaged, displaced or not in an upright position, from any cause, said delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor, at Contractor's expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the

necessary warning and protective measures shall be furnished and installed by the Contractor at its own expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Where on-street parking is not allowed, the Contractor shall be required to post "Temporary No Parking" signs 48 hours prior to start of work. The Contractor will furnish the notification to property owners as mentioned in Section 7-10.1 and the "Temporary No Parking" signs.

No construction activities will be allowed on streets that are receiving trash pick-up services on the same day. A copy of the CR&R Waste Collection Map is available on the City's website. The Contractor shall coordinate with the trash hauler in preparing the construction schedule. The Contractor shall provide a map showing the schedule of the work, which should coordinate with the trash and mail schedule, to the City at the preconstruction meeting.

Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access.

1. Fire Department: Orange County Fire Authority, (714) 573-6000
2. Police Department: Orange County Sheriff's Department, (714) 647-7000
3. School Districts: Saddleback Valley Unified: (949) 586-1234, Capistrano Unified: (949) 489-7000
4. Trash Collection: CR&R, (877) 728-0446
5. Street Sweeping: Sweeping Corp of America, (949) 413-0165
6. Transit Operations: Orange County Transportation Authority (OCTA), (714) 560-6282
7. Fire Department: Station 22, (949) 770-6016
8. Mail Service: US Postal Service

The City Engineer may add additional entities to this list at his discretion.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction. Where construction detours and signing conflict with existing signing, the Contractor shall cover existing signs in a manner approved by the City. The Contractor shall also provide temporary traffic restriping, or reflective white or yellow plastic tabs, at the conclusion of each working day, if not sooner, as directed by the City, for any centerline, painted median or lane line that is obliterated by construction.

The Contractor shall provide temporary delineation as directed/approved. Temporary delineation shall include sandblasting of conflicting markings; installation and removal of temporary centerlines or lane lines, detour signing, barricading; and replacement of traffic lines and markings in their proper locations upon termination of the detour. Conflicting existing and temporary striping, as required for traffic control during construction, shall be removed by the Contractor by using wet nozzle sandblasting methods with immediate clean up of residues.

Blackening-out of the pavement striping will not be allowed. Temporary reflective striping tape or reflective plastic tabs may be used, except that it shall not be applied to final asphalt surfaces. Said tape or tabs shall be removed from temporary surfaces prior to placement of additional asphalt.

The Contractor shall also be responsible for notifying adjacent businesses, residents (of affected residential tracts), and entities listed above, in writing seven (7) days in advance of any work that involves limited access. Said notice shall be reviewed and approved by the City in advance of its circulation. Contractor shall provide verification to the City that proper circulation of the notice has been accomplished.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices. No later than 10 days after the award of the Contract, the Contractor shall furnish to the City, names, and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be responsible for any cost incurred.

Prior to the start of each work day, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter specified that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed and approved by the City.

Personal vehicles of the Contractor's employees shall only be parked in an allowed area as delineated by the City, and shall not be parked on the traveled way at any time, including any section closed to public traffic.

Flashing Arrow Signs:

Each flashing arrow sign shall be solar powered, mounted on a truck or on a trailer and shall be capable of operating while the vehicle is moving or as directed by the City.

Signs mounted on the cab of a truck shall be mounted to provide a minimum of 7 feet between the bottom of the sign and the roadway. Signs mounted on a trailer, or on anything other than the cab of a truck, shall be mounted to provide a minimum of 8 feet between the bottom of the sign and the roadway.

The total weight of trailer mounted flashing arrow sign including the trailer, sign, power source and other components shall not exceed 1,500 pounds and the height of the level trailer bed shall be no higher than 21 inches above the roadway. The trailer shall be equipped with a minimum of 3 leveling jacks.

Alternative types of lamps may be used in flashing arrow signs if visibility is equal to the specified lamps. Each type AX flashing arrow sign shall be a minimum of 2 feet high and 4 feet wide, and shall be finished with flat black enamel. A minimum of 13 No.4414AX 12-volt, yellow or amber lamps shall be installed in the panel. The lamp configuration shall be for 3 arrowheads or an arrow shaft with 2 arrowheads, one pointing in each direction on the face of the sign with a minimum of 5 lamps forming each arrowhead. Each lamp shall be provided with a visor.

The lamp shall be activated by a switch on a control panel and shall be controlled by electronic circuitry to provide a minimum of 4 selectable modes of operation as follows:

1. Pass Left Mode, - Sequencing of lighted arrowheads or sequencing the lamps forming the arrow shaft and arrowhead to the left or a flashing left arrow with the lamps in the arrow shaft and arrowhead flashing on and off simultaneously.

2. Pass Right Mode, - Sequencing of lighted arrowheads or sequencing the lamps forming the arrow shaft and arrowhead to the right or a flashing right arrow with the lamps in the arrow shaft and arrowhead flashing on and off simultaneously.

3. Simultaneous Mode, - Either the outside arrowheads pointing in opposite directions are continuously illuminated, except for the center lamp forming each arrowhead, while the arrow shaft lamps flash on and off simultaneously or the outside arrowhead pointing in opposite directions and the arrow shaft lamps all flash simultaneously to indicate passing on either side.

4. Travel Mode, - Travel or caution mode shall flash in a manner not resembling any other mode.

Lane Requirements:

There shall be a minimum of 5' clearance from open excavations and two feet from other obstructions (curbs, k-rail, etc). All lanes shall be open to traffic during non-working hours.

The Contractor shall be required to use flashing arrow signs at all lane closures to direct travel and appropriate detour signing to control traffic through and/or around the construction area.

The Contractor will not be allowed to excavate a larger quantity of area ("digouts") than can successfully be repaved in the same working day. No incomplete paving work will be allowed to remain during the hours designated as requiring "all" lanes open to traffic, except in specific instances in which a minor amount of area can safely be covered by approved means with non-skid steel plates, capable of carrying H-20 wheel loading, or patched with temporary AC to bring the excavation up to grade. Said temporary AC shall be ground down to permanent AC sub-grades and approved by the City prior to placement of any additional permanent AC.

Excavations of less than 4' in width may be covered with non-skid steel plates capable of carrying H-20 wheel loading over the span of the excavation. Plates shall have a minimum width equal to the excavation width plus 24 inches and be securely fastened to the street surface. Asphalt fillers, a minimum of 6 inches wide shall be placed around the perimeter of the plate. When traffic is transferred to any type of temporary pavement surface good drivability of the surfaces shall be maintained and shall be subject to approval by the City prior to allowing traffic to be transferred upon it.

The Contractor shall also ensure that access to all side streets and driveways are maintained at all times. Work in front of or within driveways and side streets shall be conducted in a manner where at no time is access to property denied. Portions of driveway approaches that are not ready to be opened for traffic at the end of the workday shall be steel plated per the requirements noted in the previous paragraph. The Contractor shall use temporary AC surfacing at his own expense for traffic control as required to maintain traffic in a safe non-disruptive manner.

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 Contract 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.

6-2 PROSECUTION OF THE WORK [Replace the first sentence the following:]

To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligent prosecute the Work to completion and ensure that the construction of ARHM or FRAC overlay for any given portion of the roadway is completed no later than two (2) working days following the cold-milling of the same portion of roadway.

[Add to this section]

Construction Phasing/Scheduling Limitations:

- Construction Phasing:
 - Contractor shall submit a construction phasing plan to the City for review and approval prior to starting work. Phasing plans shall be prepared in accordance with the phasing requirements and the conditions included in the project specifications.

- Traffic Control:
 - Traffic Control setup at each location shall confirm to CA-MUTCD (Latest Edition) requirements and typical applications and shall be maintained on a daily basis by the contractor.
- Resident Access:
 - Contractor shall ensure that access is maintained in the morning and open by the end of each working day for each resident within the project limits. Working hours, as stated in Section 6-3, shall be maintained, and the contractor's operations shall be phased in such a manner to allow full access to residents during non-working hours.
- Localized Concrete Improvements (Curb/Gutter, Ramps, etc.):
 - All concrete improvements shall be completed prior to the start of any pavement grinding or reconstruction activities.
 - Contractor's operations shall be scheduled in such a way that no ramp or portion of sidewalk is left excavated, demolished, or formed over the weekend.
 - It shall be the contractor's responsibility to properly barricade the work area during non-working hours and to set up appropriate pedestrian detour/signage until the work is completed
 - Driveway access to each property shall be maintained at the end of each working day. Contractor shall ramp or plate the driveways to maintain access.

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.

"The Contractor shall complete all work under the Contract within thirty (30) consecutive working days after the date on the Notice to Proceed.

The Contractor shall ensure the availability of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of time for 100 percent completion of work."

Working Days. "Any City holiday, defined as January 1st, the third Monday in January (Martin Luther King Day), the third Monday in February (President's Day), the last Monday in May (Memorial Day), July 4th, the first Monday in September (Labor Day), November 11th (Veterans Day), the fourth Thursday and Friday in November (Thanksgiving and Friday after), December 24th through December 31st."

Working Hours. Normal working hours are limited to 8:30 a.m. to 4:30 p.m., Monday through Friday.

The Contractor, subcontractors, suppliers, etc., shall not generate any noise at the work site, storage sites, staging areas, etc., before or after the normal working hours prescribed above.

Should the Contractor elect to work outside normal working hours, Contractor must first obtain special permission from the Engineer. The request may be for 4:30 p.m. to 6:30 p.m. on weekdays or 8:30 a.m. to 4:30 p.m. on Saturday only. A request for working during any of these hours must be made at least 72 hours in advance of the desired time period. A separate request must be made for each work shift. The Engineer reserves the right to deny any or all such requests. Additionally, the Contractor shall pay for supplemental inspection costs of \$205.00 per hour when such time periods are approved.

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

The Contractor's activities shall be confined to the hours between 8:30 AM and 4:30 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.

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General. [Add the following to the end of this section:]

No time extension shall be granted unless the claimed delay meets each and every of the following conditions:

- (a) The delay was caused by unforeseen events and was beyond the control of Contractor and its subcontractors and material suppliers;
- (b) The delay was caused by events of which Contractor was not advised at or before the time of bidding;

- (c) The delay impacted and delayed (i) the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), or (ii) the Completion of the whole Work within the Contract time;
- (d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;
- (e) The delay was not associated with loss of time resulting from the necessity of submittals to CITY for approval, or from necessary CITY surveys, measurements, inspections and testing;
- (f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and
- (g) The delay could not have been prevented by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the CITY, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually and uncommonly severe weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. CITY shall take into consideration other relevant factors such as concurrent delays.

Contractor has the burden of proving that any delay was excusable, including but not limited to an analysis that establishes no concurrency.

No extension of time will be granted for an excusable delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the Work in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the materials when originally planned did in fact cause a delay in final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials" shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the Work. The term "shortage of materials" shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

6-4.3 Payment for Delays. [Replace paragraph with the following:]

To be compensable, an excusable delay must be one for which the CITY is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; **however**, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, such as judicious handling of forces, equipment, or plant, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the CITY or the delay was caused by factors beyond the control of the CITY, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite CITY's reasonable arrangements for such performance; or (d) any other defense available to CITY

under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

The Contractor may not seek damages for delay of a planned Completion of the Work before the contractual deadline for Completion of the Work.

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 \$2,500.00. 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.

Additional liquidated damages shall be assessed in the amount of \$1,000.00 per day for failure to restore damaged utilities within three (3) working days as specified in Section 5 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$1,000.00 per day for failure to stripe any portion of street after slurry seal operations / asphalt overlay operations within the time limits specified in Section 314 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$1,000.00 per day for failure to place concrete sidewalk and/or curb ramps after demolition of said concrete within the time limits specified in Section 303-5.1.1 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$500.00 per incident that the Contractor reduces the traveled way width beyond the hours specified in Section 7-10 of these Special Provisions without written authorization from the City.

Additional liquidated damages shall be assessed in the amount of \$500.00 per day for failure to comply with, or implement, or maintain the Storm Water Pollution Protection Plan (SWPPP) or Water Pollution Control Plan (WPCP), as required, by the City's NPDES permit with the Santa Ana or San Diego Regional Water Quality Board.

Additional liquidated damages shall be assessed in the amount of \$500.00 per incident that the Contractor fails to install the Best Management Practices (BMP's) within 24 hours of notification as described in Section 7-8.6.2 of the 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 bid for **Mobilization** 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. Mobilization shall not exceed 5% of the entire bid, excluding mobilization and as shown in the Proposal Bid Sheet.

7-3.5 Contract Unit Prices

7-3.5.1 General. [Replace with the following]:

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or specified in the Specifications, then no adjustment in payment will be made regardless of the quantity of work performed.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 7-3.7.

7-3.5.2 [Delete entire section]

7-3.5.3 [Delete entire Section]

7-3.7 Agreed Prices. [Replace with the following]:

Agreed Prices are prices for new or unforeseen work established by mutual agreement between the Contractor and the Agency. If mutual agreement cannot be reached, the Engineer may direct the Contractor to proceed on the basis of Extra Work in accordance with Section 7-4.

7-4 PAYMENT FOR EXTRA WORK.

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor [Amend as follows]:

Delete “Workers Compensation Insurance and Liability Insurance” from the “employer payments” in the first paragraph.

7-4.3 Markup.

7-4.3.1 Work by the Contractor. [Replace with the following]:

The following percentages shall be the maximum added to the Contractor’s costs and shall constitute the markup for all overhead, profits, Workers Compensation Insurance & Liability Insurance;

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 this subsection, one percent shall be added as compensation for bonding. In any event, notwithstanding the above markups, the total labor mark-up shall not exceed 33% of the base labor hourly pay rate. No additional compensation shall be allowed.

7-4.3.2 Work by a Subcontractor. [Replace with the following]:

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor’s actual cost of work. A markup of ten percent (10%) on the first \$5,000 of the subcontracted portion of the extra work and a markup of five percent (5%) 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 all forms of insurance and 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.

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.

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.

(c) The Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.

(d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

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 submit a Water Pollution Control Plan (WPCP) as detailed in Appendix A. 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. San Diego Regional Water Quality Control Board
2. Santa Ana Regional Water Quality Control Board
3. 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 **Water Pollution Control Plan and BMP Implementation** and shall include finalizing and implementing the WPCP in accordance with the "Draft" WPCP and as detailed herein, and shall include full compensation for encroachment permit processing as related to the WPCP, furnishing all labor, tools, materials, and incidentals for implementing said approved / finalized WPCP.

10-5.1 Payment.

The Contract **LUMP SUM** price bid for the **Traffic Control & Noticing** bid item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the traffic control related work involving placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of traffic control system as specified in the

Standard Specifications and these specifications and as directed by the City. The lump sum price shall also include steel plates and temporary AC including installation and removal; all associated temporary signing and striping; flashing arrow signs; flagging and/or flagmen costs; night work; Project notifications; and changeable message signs at the Project site, and no additional compensation will be made therefore.

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]:

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, asphalt concrete, and slurry seal 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, asphalt concrete conforming to 203-6.2, and slurry seal conforming to 203-5.4.2, when required by 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 560-C-3250. Type II/V cement shall be used.

201-1.2 Materials.

201-1.2.1 Cement. [Add the following]:

Portland cement shall be Type II/V.

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

Fly ash shall not be used.

201-2 REINFORCEMENT FOR CONCRETE.

201-2.2 Steel Reinforcement. [Add the following]:

All reinforcing steel shall be Grade 60 unless otherwise shown on Plans.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE.

203-6.1 General. [Add the following to the end of the subsection:]

Asphalt concrete mixes shall comply with Orange County Public Works Standard Plan 1805 requirements, subject to the following clarifications:

Surface Course AC: ½" Type IIIC3 PG 64-10 R20

Base Course AC: ¾" Type IIIB2 PG 64-10 R20

Leveling Course AC and Miscellaneous AC Placement (Hand patching): 3/8" Class D2 PG 64-10 R20

Sampling and Testing

The City Engineer shall have the right to obtain samples of all materials to be used in the work at any stage of the production and construction process and to test such samples for the purpose of determining specification compliance.

Materials that failed the tests shall be replaced by the Contractor, and retesting for specifications compliance shall be at the Contractor's expense

SECTION 211 - MATERIAL TESTS

Proposed off-site fill material shall be inspected, tested and laboratory report issued prior to use in the work. Suitable excavated materials removed to accommodate new construction may be used as fill material subject to Soils Engineer's inspection and approval.

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 or moisture level lower than that specified, the Contractor shall rework that portion until the specified density and moisture level 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

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. [Add the following to this section]:

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item.

1. Mobilization work and operations per Subsection 7-3.4.
2. Documentation of existing conditions per Subsection 300-1.2 of these specifications.
3. Hand removal and disposal of all vegetation, trees, tree roots, trash and other objectionable material from the affected portion of the project and areas adjoining thereto.
4. Maintain dust control at all times by sweeping; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.
5. Protection of utilities, trees, shrubs, fences, walls, and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
6. Daily cleanup work site including streets, sidewalks and driveways. Daily litter removal. Daily and as needed street sweeping as specified herein. Recycling of waste materials and provisions for refuse containers from CR&R.
7. Clearing and removal of debris from site of work.
8. Removal of structures, as directed by Engineer to be removed or abandoned.
9. Delay in work necessary to accommodate utility relocations by others.
10. Other items of work as directed in these specifications.

300-1.1.1 Preservation of Property. [Add the following section]:

Prior to start of demolition, the Contractor shall document existing conditions adjoining Project limits to establish preconstruction conditions that might be misconstrued as damage caused by site clearing. Contractor shall use sufficiently detailed photographs and videotape to document existing conditions of any damage. Contractor shall provide photographs and videotape to the Engineer upon request. Payment for this work shall be included in all other items of work and no additional compensation will be allowed.

300-1.2.1 Removal and Disposal of Materials. [Add the following section]:

All materials removed, except for materials indicated to be relocated or salvaged, become the property of the Contractor and shall be hauled to and lawfully disposed of at a site secured by the Contractor. The Contractor will provide the Engineer with a letter indicating the final disposition of materials hauled away and disposed offsite from the Project within five (5) working days after Project completion. No removed materials shall be left within the Project limits overnight.

Any existing irrigation system interfering with construction of new improvements shall be removed and relocated. Payment for removal and relocation of interfering existing irrigation system will be

considered as included in the item of work interfering with the existing irrigation system and no additional compensation will be allowed.

Any curb drain or parkway drain within limits of removal shall be removed and replaced in kind. Payment for removal and reconstruction of curb drain and parkway drain will be considered as included in the item of work removing the adjacent curb or sidewalk and no additional compensation will be allowed.

Prior to the removal of materials, the Contractor shall coordinate with the regional notification center (Underground Service Alert of Southern California) to mark out all existing utilities per Section 402. Contractor shall confirm location and depth of all existing utilities per Section 402 in order to avoid damage to them during removal operations.

300-1.1.3 Bituminous Pavement. [Add the following section]:

Prior to removal of bituminous pavement, saw cutting, excavation, or cold milling, the Contractor shall scan the work area using a metal detector of adequate strength to locate manholes, valves, utility access covers or any other metal appurtenances buried below the existing pavement surface whether shown on the Plans or not. Contractor shall be responsible for locating these utilities, and if any are found that aren't shown on the Plans, Contractor shall inform the Engineer for direction on disposition of utility.

Unless specified on Plans to be cold milled, all bituminous pavement shall be saw cut to full depth in a straight line with a power driven saw and completely removed. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be cold milling per Section 404 and a minimum laying depth of two (2) inches of new pavement material shall be provided at the join line.

300-1.1.4 Payment. [Add the following to this section]:

Compensation for Clearing and Grubbing shall be included in all other items of work and no additional compensation will be allowed.

300-1.2 Root Pruning and Tree Trimming. [Add the following]:

303-1.2.1 Root Pruning.

1. Cut tree roots along both side of walk area, and behind existing edges to a minimum of 20-inches deep.
2. Tree roots will not be cut up to the base of the trunk.
3. All tree root cutting will be approved by the City's representative.

Root pruning equipment shall be specifically designed for this purpose, sharpened adequately to sever roots in a clean manner, and equipped with padded tracks or rubber tires to prevent scraping or marking of sidewalks.

All cuts shall be backfilled whether immediately upon completion of root pruning or upon completion of sidewalk and curb and gutter repairs and root barrier installation provided that adequate warning devices are placed and maintained at each location. Backfill material shall consist of dirt, Crushed Aggregate Base or crushed miscellaneous base.

The Contractor shall repair or replace sprinkler system and all utility service connections within the right-of-way which are damaged or removed as a result of the root pruning operation. Repairs shall be initiated immediately and completed by the end of each working day. Repairs and replacements shall be at least equal to existing improvements, and shall match them in finish and dimension, and will be done at Contractor's expense.

300-1.3.1 General. [Add to this section:]

The work shall be done in accordance with Section 300-1.3.2 of the Standard Specifications except as modified and supplemented herein. Joins to existing pavement lines shall be full depth sawcuts. Final removal between the sawcut lines may be accomplished by the use of jackhammers or sledgehammers. Pavement breakers or stompers will not be permitted on the job. The Engineer must approve final removal accomplished by other means.

The Contractor shall maintain the job site in a clean and safe condition. The Contractor will remove any broken concrete, debris or other deleterious material from the job site at the end of each workday. All areas of roadway removal and replacement shall have a minimum trench width of 3-feet to facilitate maximum compaction. Contractor shall meet with the Engineer to mark out the areas of roadway removal and replacement."

300-1.3.2 Requirements. [Add the following]:

(a) Bituminous Pavement. It shall be the Contractor's responsibility to dispose of all suitable bituminous pavement at a recycling facility. The expense for such work shall be deemed as included in the unit price for various items of work in the contract. No additional compensation will be allowed.

(c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways, and Alley Intersections. Replace the first sentence of this Section with: "Saw cuts shall be neatly made to a minimum of two (2) inches." Replace the words "1-½ inch" of the last sentence with the words "two (2) inches".

(d) Miscellaneous

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items listed below will not be paid separately. The expenses for such work shall be deemed as included in the price bid for various bid items and no additional compensation will be allowed.

1. Tree removal and relocation, as required.
2. Removal of interfering portions of fences, planters, sign foundations, vegetation and irrigation systems.
3. Maintain dust control at all times by watering.
4. Protection of utilities, trees, fences, walls signs and other facilities within the construction zone, except those directed to be removed or relocated.
5. Relocation of existing parking bumpers, flag poles, posts, guard posts, curb drains, mailboxes and private property lighting systems not covered under other items of work.

6. Removal and salvaging of existing signs.
7. Removal and salvaging of existing bus shelters, street furniture and other appurtenances.
8. Removal of existing A.C. berm.
9. Removal of existing parkway drainage improvements such as curb drains, parkway culverts, etc.
10. All sawcutting of existing A.C. pavement and concrete pavement surfaces necessary to facilitate construction of the project.
11. Notifying owners of all newspaper machines and vending machines to remove their facilities from street. Contractor shall remove and dispose of said facilities if no action is taken by Owner.
12. Removal of any other items within the work zone which are not accounted for under individual items of work in these specifications.

300-1.4 Payment. [Add the following]:

Unless otherwise specified, compensation for clearing and grubbing shall be included in the **Remove & Replace Existing Curb Ramp** bid item and no additional compensation will be allowed. Payment shall include full compensation furnishing all labor, materials, tools, equipment and doing all work involved in clearing and grubbing as specified.

300-1.5 Solid Waste Diversion. [Add section.]

Non reinforced concrete and asphalt wastes generated from the job site shall be disposed of at a facility that crushes such materials for reuse. Excess soil and other recyclable solid wastes shall not be disposed of at a sanitary landfill.

The Contractor shall maintain monthly tonnage records of total solid wastes generated and solid wastes disposed of at a sanitary landfill. The Contractor shall report said tonnage monthly to the Engineer on a form provided by the Engineer and provide appropriate confirmation documentation from the recycling facility.

300-2 UNCLASSIFIED EXCAVATION.

300-2.1 General. [Add the following to this section]:

Unclassified Excavation shall consist of all saw cutting and excavation of existing roadway as necessary to construct the proposed AC “dig-out” improvements as directed by the Engineer.

Removals in AC pavement shall be minimum 3 inch depth and in PC concrete minimum 3 inch depth, or as directed by the Engineer.

Removal shall be done in accordance with Section 300-1 and Section 401 of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for locating and protecting manhole, water valve and utility access frames and covers or other metal appurtenances buried below the existing surface, whether shown on the plans or not.

All existing asphalt concrete pavement that is to be joined by new construction shall be saw cut in a straight line the full depth of the existing pavement. Contractor shall exercise due caution to avoid any disruption to the existing aggregate base that is to remain below the depth of removal called out on the plans. In addition, the Contractor shall not disturb or damage existing improvements to be protected in place. Any damage done by Contractor and/or its equipment shall be repaired or replaced as called out in Section 402 of the Standard Specifications at Contractor's expense. The Contractor shall call USA prior to excavation and shall "pothole" existing utilities that fall within the proposed pavement 'dig-out' areas as necessary to determine their depth to avoid damaging said utilities.

Removal of existing pavement sections shall be to the depth required for construction of the replacement roadway sections as shown on the plans, estimated bid quantities (proposal) and/or as directed by the Engineer, and will include the removal of existing AC pavement and conflicting portions of aggregate base. All removed material becomes the property of the Contractor and shall be hauled and recycled/disposed of properly outside of the roadway right of way.

The use of pavement breaking equipment (stomper) is not permitted. No crushing operations by Contractor will be allowed at the job site or within the Laguna Hills City limits. Contractor shall price the unclassified excavation and other related bid items accordingly.

The Contractor shall excavate a length of section of roadway not to exceed the amount of removal and placement of AC base course that can be completed within the same working day. All excavations shall be backfilled as soon as permitted under the specifications so that when the job is closed for the day, the open excavation will be kept at a minimum and adjacent utilities will receive maximum backfill support.

300-2.9 Payment. [Add the following to this section]:

Payment for Unclassified Excavation shall be considered included in the Contract unit price bid items 4, 5, & 6 per **EACH** for **Remove and Replace Existing Curb Ramp** and shall include full compensation for all work required to complete removal and reconstruction of asphalt concrete areas complete in place including, but not limited to, over-excavation, saw cutting pavement, removal and disposal / recycle of excess material at a suitable site, surface preparation, compaction of the sub-grade to 90 percent relative compaction, and furnishing all labor, materials, tools, equipment and incidentals and no additional compensation will be allowed therefore.

300-4 UNCLASSIFIED FILL

300-4.9 Measurement and Payment. [Add the following to this section]:

Compensation for Unclassified Fill required for asphalt concrete slot paving or digouts, concrete improvements, or minor grading adjacent to concrete improvements shall be included in the cost of constructing those items and no additional compensation will be allowed.

SECTION 301 –SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. [Add the following to this section]:

Cross gutters are to be placed directly on subgrade material which the top 6 inches has been compacted to a relative compaction of 95 percent.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, AND CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. [Add the following to this Section]:

Saw cuts shall be made at existing joints or cracks or at least 8 feet from an existing joint or crack, and if the saw cut is made at an existing crack, the saw cut shall include the crack within the removal area. Spandrel shall be saw cut a maximum 2 inches from curb face minimum 3 inch depth.

The Contractor shall verify with a “smart level” that the ADA required maximum ramp and sidewalk grades are not exceeded both when marking the required saw cut removal limits and when setting the concrete forms, prior to pouring any curb ramp locations. **It shall be the Contractor’s responsibility to supervise and utilize the proper experienced personnel to ensure that the proper saw cut limits are established for all curb ramp locations.** The City shall not be responsible to direct the Contractor’s crews or otherwise serve in this management capacity. The City shall be present to verify the concrete forms, prior to pouring any PCC construction improvements.

The Contractor shall verify with a “smart level”, string line and/or water testing that positive drainage is maintained. The City shall be present to verify the concrete forms, prior to pouring any concrete construction improvements.

Adjacent asphalt and base removal and replacement with full depth AC base course, associated with the curb and gutter reconstruction, shall be a minimum depth of 12-inches and a minimum width of 12-inches and shall conform to the requirements established elsewhere in these Special Provisions.

Note that existing traffic signal and interconnect conduits may be located at shallow depths under the existing PCC sidewalks at signalized intersections. The Contractor shall use extreme caution when removing existing PCC curb and gutter. The Contractor shall notify USA Dig Alert to identify existing utilities within the Project limits.

The sidewalk and curb ramp work shall include all related adjustments of pull boxes, pull box covers and protection of traffic signal poles and signs that fall within the proposed PCC ramp and sidewalk construction limits, unless otherwise called for on the plans. Curb outlets, surface drains, and grates located within the proposed ramp limits shall be protected in place or replaced in kind, as necessary, and such work shall be considered incidental to the unit cost per curb ramp. Since the adjustment of pull boxes and pull box covers may require lowering the pull box and pull box cover, said work shall also be considered to include the adjustment of conduit sweeps and conductors if they are found to encroach high enough into the new ramp finished surface plane. It is the Contractor’s responsibility to review in the field in advance all existing pullboxes, which fall within the proposed PCC ramp construction limits, to confirm whether the existing conduit

sweeps and conductors will encroach into the proposed finished surface when the pullboxes are adjusted to grade and to bid accordingly.

The contractor shall schedule his operations in such a manner that the duration of time between demolition of curb and gutter, sidewalk and/or curb ramps and concrete placement shall not exceed 72 hours, which includes weekends. Sidewalk and curb ramps shall be opened to pedestrian access on the day following the concrete placement. In addition, all forms shall be removed, irrigation systems shall be repaired, and backfilled placed within 72 hours following concrete placement at each of the curb and gutter reconstruction locations. Section 6-9.1 of these specifications will apply for failure to adhere to these time limits.

Concrete curb ramp construction shall include a 3-foot deep by 4-foot wide rectangular truncated dome mat and 12" wide grooving layout per the latest Caltrans Standard Plan No. A88A and A88B. The truncated dome mat shall be yellow in color for all application.

A single panel cast-in-place truncated dome mat, constructed of Vitrified Polymer Composite (VPC) by Armor-Tile (800) 682-2525, www.armor-tile.com or approved equal, shall be required on all new curb ramps.

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp (typically 4-foot by 3-foot) and shall be installed per the manufacturer's installation recommendations, and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Where retaining curbs are required at the back of curb ramp / sidewalk to make up for a difference in elevation between the existing grade and proposed curb ramp / sidewalk grade, the construction of said retaining curb shall be considered as part of the curb ramp / sidewalk work.

All work necessary to construct the improvements shall be confined to City right-of-way. All excavation and forms necessary to construct the improvements shall not disrupt private property. In cases where improvements on private property need to be removed, prior approval from the Engineer or designee shall be obtained, and said improvements shall be replaced to its original condition to the satisfaction of the Engineer or designee. **The contractor shall enter into a temporary agreement with the property owner to allow access for construction on private property. Such agreement shall be provided to the City immediately after signatures are obtained. Costs, if any, for obtaining authorization shall be deemed as included in all other items of work and no additional compensation will be allowed**

Contractor shall ensure that the protection of all existing facilities, structures, and improvements on public and/or private property are maintained throughout the entire Project duration, including, but not limited to, the following: walls, driveways, decorative/colored concrete, stamped concrete, fencing, catch basins, curb and gutter, striping, signs, fire hydrants, landscaping, irrigation, concrete, and asphalt. Any damage to existing public and/or private facilities, structures, utilities, traffic signal loops, and improvements shall be repaired to the satisfaction of the Engineer by the Contractor at no cost to the City.

For the purpose of forming the new curbs and gutters, curb ramp, and cross gutter, a minimum of one-foot wide strip of asphalt concrete pavement shall be removed adjacent to the new curb and gutter, ramp, or cross gutter. The strip shall be replaced with a 12" full depth asphalt concrete as directed by the Engineer.

For the purpose of transitioning the new curbs and gutters, curb ramp, and cross gutter, a pavement transition may be required. The limits of removal shall be determined by the engineer. The pavement transition shall be replaced with a 12" full depth asphalt concrete as directed by the Engineer.

No open trench (forming strip or pavement digout) shall be left unattended at any time. All trenches shall be backfilled and paved or covered with steel traffic plates at the end of each working day.

In addition to concrete curb and gutter construction that is related to the concrete curb ramp construction; Concrete curb and gutter that is constructed in conjunction with the new curb ramps shall not be constructed monolithic with the adjacent curb ramp or sidewalk.

Upon demolition and removal of existing concrete, expansive subgrade, as determined by the City, shall be prepared to comply with the provisions of Orange County Standard Plan 1204. The minimum depth of subgrade preparation shall be 12 inches, moisture conditioned to 5 percent over optimum moisture content, and compacted to at least 90 percent minimum relative compaction (ASTM D1557). All costs for subgrade preparation shall be considered incidental to curb ramp construction.

Where constructed over expansive subgrade, concrete shall be 5 inches minimum thickness and shall be doweled into adjacent curbs and flatwork with No. 3 reinforcing bars, doweled 7 inches into adjacent concrete at 24-inch centers. Construction joints shall be spaced a maximum of 5 feet apart. A 2-inch layer of aggregate base (CMB or CAB) shall be placed between the top of subgrade and the bottom of new concrete.

303-5.5 Finishing.

303-5.5.4 Gutter. [Add the following to this section]:

When the gutter is constructed, it shall be water tested. If any portion of the newly constructed gutter is shown to pond water, that portion, including curb if applicable, shall be removed, reconstructed and retested by the Contractor at no additional cost to the City. The exact limits of removal will be determined based on a survey conducted by City forces, unless otherwise directed by the Engineer.

303-5.9 Measurement and Payment. [Add the following to this Section]:

Payment for the **Remove & Replace Curb Ramp** bid items 4, 5, & 6 shall be included in the Contract unit price per **EACH** bid item as indicated in the bid schedule. The unit price shall include full compensation for all colored and non-colored concrete, spandrel repair, curb and gutter, cast in-place detectable warning surface (truncated domes), saw cutting, existing concrete and asphalt concrete removal and disposal, all related root pruning if any, all related forming, sub-grade preparation, all related adjacent sprinkler system modifications and adjustments, all replacement asphalt concrete pavement as required to provide room for concrete forms, protection of existing parkway drain pipe that outlet through the existing curb face if any, adjustment of all pull boxes (including the adjustment of conduit sweeps and conductors when conflicting), protection or replacement of grates and adjustment of other utility covers to the new grades, cross walk restriping, protecting existing improvements within and adjacent to the work, furnishing all labor, materials, tools, equipment and incidentals and for completing all work involved as specified herein, and as shown on the Project Plans and referenced standard plans. All existing traffic signal loops to be protected in place. The contractor will notify the City seven days in advance if

disturbance of any traffic signal loops is unavoidable. The City will make arrangements to have the loops replaced by others.

Payment for concrete sidewalk, which is related to the concrete curb ramp construction, within the curb ramp and curb return areas, shall be included in the Contract unit price per Remove & Replace Existing Curb Ramp per OCPW Std. Plan 1115 bid item as indicated in the bid schedule. Any concrete sidewalk removal required to construct new curb ramps per ADA required maximum curb ramp and sidewalk grades shall be included as part of the work for the curb ramp bid item. Full compensation for this shall include but not be limited to, furnishing all labor, materials, tools, and equipment necessary for doing all work.

Retaining concrete curbs, which are required at the back of concrete curb ramps and sidewalks shall be paid for as part in the Contract unit price per Remove & Replace Existing Curb Ramp per OCPW Std. Plan 1115 bid items as indicated in the bid schedule and no additional compensation will be allowed.

Payment for all curb and gutter reconstruction performed in conjunction with curb ramp replacement shall be considered incidental to the curb ramp work and shall be included in the Contract unit price per each Remove & Replace Existing Curb Ramp bid items. Full compensation for this item shall include but not be limited to furnishing all labor, materials, tools and equipment necessary for doing all the work.

Payment for asphalt concrete for forming or transitioning improvements shall be included in the Contract unit price per each Remove & Replace Existing Curb Ramp per OCPW Std. Plan 1115 bid items as indicated in the bid schedule. Full compensation for this item shall include but not be limited to furnishing all labor, materials, tools and equipment necessary for doing all the work.

Adjacent asphalt concrete/aggregate base removal and replacement full depth asphalt concrete base course, associated with all concrete reconstruction work shall be included in the Contract unit price per Remove & Replace Existing Curb Ramp per OCPW Std. Plan 1115 bid item as indicated in the bid schedule and no additional compensation will be allowed.

303-9 SACK AND PATCH OF EXISTING CONCRETE CURB. [Add the following:]

The work done under this section is for the restoration of existing curb. All work incidental to performance of the work shall conform to Section 303-5 and the following specifications and instructions below:

Sack and Patch Procedure

Filling Large Voids:

Remove all cracked and crumbling areas using the point of a heavy-duty trowel or using a sledge and cold chisel to break away any thin or loose edges, squaring off the edges. Use a wire brush to remove any crumbling materials. Then sweep away and collect, or vacuum all dirt and debris down to a solid base. Create temporary forms as necessary for the face of the curb. Wet the areas to be patched with water. Mix rapid-set cement according to manufacturer's instructions. Apply the mix with a trowel, using heavy trowel pressure. Overfill slightly and then trowel smooth to match the surrounding concrete. Remove formwork and trowel face and top of curb smooth. Sponge over the cement to smooth finish faces and tops. Allow cement mix to dry.

Filling Pits and Small Voids:

Use a wire brush to remove any loose materials. Then sweep away and collect, or vacuum all dirt and debris down to a solid base. Make a mortar consisting of one-part cement and two-parts, by volume, of sand passing a No. 16 screen plus enough water such that the consistency of the mortar will be that of thick cream. Wet curb with water using a sprayer. Apply the mortar thoroughly over the area by rubbing in with clean burlap or a sponge rubber float so that it fills all pits. While the mortar is still plastic, rub the surface over with a drier mix of the same material. This removes all excess plastic material and places enough dry material in the pits to stiffen and solidify the mortar. The filings should then be flush with the surface. No material should remain on the surface above the pits. Allow to cure. As necessary for color-uniformity or finished texture, prepare a paint-like cement mixture consisting of cement and water and apply with a sponge or brush to the curb top and face. It may be necessary to blend the cement with white cement to obtain a color matching that of the surrounding concrete surface.

SECTION 309 – MONUMENTS

309-1 Description. [Add the following to this section]:

All work shall be performed by a California licensed land surveyor or civil engineer qualified to perform survey work. The work shall consist of searching and locating existing centerline survey monuments; tie existing locations; coordinate removal with City Engineer; reset monuments upon completion of construction; prepare 8 ½" by 11" size tie sheets showing location of monuments and ties; and file with City Engineer.

Monuments to be reset shall include all those found along centerline of streets within the Project boundary, all lot corner monuments disturbed by the construction shall be identified and protected or reset as necessary.

309-4 Payment. [Add the following to this section]:

The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the Contract **LUMP SUM** unit price bid for **Construction Surveying and Monument Restoration**, and no additional compensation shall be allowed.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-4.3 Painted Traffic Striping and Curb and Pavement Markings.

Section 210 and Section 314 of the Standard Specifications for Public Works Construction are hereby replaced with the following:

Removal and replacement of existing Traffic Striping, Pavement Markings, Signing, Delineators and Pavement Markers shall conform to the provisions in Section 82, "Signs and Markers", Section 82-9, "Roadside Signs", Section 84-2, "Traffic Stripes and Pavement Markings", and Section 81-3, "Pavement Markers", of the State of California, Department of Transportation's Standard Specifications, latest edition and the State of California, Department of Transportation's Standard Plans, latest edition (hereinafter referred to as the State Standard Specifications and the State Standard Plans, respectively), where applicable and these Special Provisions.

Paint Traffic Stripes and Pavement Markings.

Painting traffic stripes (traffic lanes) and pavement markings shall conform to the provisions in Section 84-1, "General," and 84-2, "Painted Traffic Stripes and Pavement Markings," of the State Standard Specifications and these Special Provisions.

The CONTRACTOR shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the ENGINEER.

MATERIALS - Materials shall conform to the provisions in Section 84 - "Materials," of the State Standard Specifications and these Special Provisions. All traffic striping and pavement markings shall be two coats of paint with glass beads unless otherwise approved by the City Engineer. A minimum of 7 days and a maximum of 14 days shall elapse between application of the first and second coats of paint.

The paint for traffic striping and markings shall be as follows:

- High Performance Water Borne, Rapid Dry, White - PERVO Paint Co. #6000, or approved equal.
- High Performance Water Borne, Rapid Dry, Black - PERVO Paint Co. #6002, or approved equal.
- High Performance Water Borne, Rapid Dry, Yellow - PERVO Paint Co #6001, or approved equal.

All lines, legends, crosswalks, limit lines, and shapes shall be paint.

The paint for concrete curbs shall be the following, or an approved equal:

1. PERVO Paint Co. #6004 Red

All paint shall meet SCAQMD Rule 1113.

Glass beads shall conform to State Specification 8010-004.

All pavement markings shall match City stencils.

Restoration of existing pavement striping and markings, including but not limited to crosswalks, limit lines, legends, and lane delineations, that are disturbed as a result of curb ramp removal and replacement shall be considered incidental to the curb ramp work. The CONTRACTOR shall restore all disturbed striping and markings to match existing conditions or as directed by the ENGINEER. Restoration shall conform to the provisions outlined in this section. All costs associated with removal and restoration of pavement striping and markings shall be included in the bid prices for curb ramp construction.

Measurement and Payment

Payment for Traffic Striping, Markers, and Markings shall be considered as included in the **LUMP SUM** bid for **Remove and Replace Existing Curb Ramp per OCPW Std. Plan 115** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in traffic stripes, and pavement markings, including establishing alignment for stripe and layout work as shown on the plans and as required in the Specifications. Payment shall be made at the Contract lump sum price bid and shall include full compensation for all costs incurred by the Contractor for doing all the work involved as specified herein.

PART 4 EXISTING IMPROVEMENTS

SECTION 400 - PROTECTION AND RESTORATION

400-2 PERMANENT SURVEY MARKERS. [Replace section in its entirety with the following:]

The Contractor will be required to contract for the services of a Land Surveyor or Civil Engineer authorized to perform surveying services licensed in the State of California to perform the following services:

Establish the location of all monuments that are presently visible that will be disturbed as a result of the street resurfacing and reestablish said monuments at the completion of the project. The Surveyor will be required to tie out all existing monuments (only visible monuments will be required to be reset) that will be disturbed in conformance with all applicable state laws prior to the resurfacing operations.

The Surveyor shall prepare and furnish to the City Engineer, prior to any surfacing, a plan or sketch showing the locations of the monuments found and proposed to be preserved. The project may be subdivided into areas that may be submitted individually to allow the Surveyor to stay in front of the Contractor's operations and not impede the Contractor's progress. Upon completion of the resurfacing, the Surveyor shall reestablish all disturbed monuments in conformance with all applicable state laws.

The Licensed Land Surveyor shall file corner record(s) as required by Sections 8772 and 8773, et seq., of the California Business and Professions Code. Corner Records shall be prepared on the form required and in compliance with BPELSG Rule 464 for each monument being preserved. More than one preserved monument may be shown on a Corner Record, if desired by the responsible surveyor. In lieu of the Corner Records, a Record of Survey may be prepared showing all monuments and tie/reference points involved in this project.

All records, either Corner Records or Record of Survey, will be forwarded for checking and recordation to the County of Orange. At the same time these are forwarded to the County, a digital copy of same in Adobe PDF format shall be delivered to the City Engineer. No records will be finally filed/recorded at the County until approved as to form and content by the City Engineer.

For each monument reset, a Corner Record, or Record of Survey, in compliance with state laws and Board Rules shall be prepared and forwarded to the County of Orange for review and filing. At the same time, and every time, the records are submitted to the County, they shall also be transmitted to the City Engineer in digital format for his review and approval. The final filing or recordation shall not be made until the City Engineer indicates his approval. Final payment of the Contract Retention for the project will not be made until all monuments have been reset to the satisfaction of the City, all records have been processed through the County of Orange, and approved and filed in the case of Corner Records, or approved and recorded in the case of a Record of Survey. The City reserves the right to have the monuments and documentation inspected by the City Surveyor for compliance with all State Law, The Subdivision Map Act, and the Professional Land Surveyor's Act. Digital copies in PDF format of all the filed/recorded documents shall be furnished to the City Engineer.

400-3 PAYMENT. [Delete last sentence and replace with the following:]

The cost of all work described in 400-2 and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the Contract **LUMP SUM** unit price bid for **Construction Surveying and Monument Restoration**, and no additional compensation shall be allowed.

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.

PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

701 CONSTRUCTION.

SECTION 701.11 – PULL BOXES.

701-11.1 General. [Add the following to this section]:

Existing and damaged pull boxes and covers shall be replaced in-kind (type and size per Standard Plans) as seen in the field. Any discrepancy shall be brought to the attention of the City Engineer for final approval.

701-11.3 Payment. [Add the following to this section]:

Payment for the adjustment of pull boxes shall be included in the Contract unit price per **Remove and Replace Existing Curb Ramp per OCPW Std. Plan 1115** bid items as indicated in the bid schedule. The unit price shall include full compensation for cast in-place pull boxes, saw cutting, existing concrete removal and disposal, all related root pruning if any, all related forming, sub-grade preparation, all related adjacent sprinkler system modifications and adjustments, all replacement asphalt concrete pavement as required to provide room for concrete forms, protection of existing parkway drain pipe that outlet through the existing curb face if any, adjustment of all pull boxes (including the adjustment of conduit sweeps and conductors when conflicting) and adjustment of other utility covers to the new grades, protecting existing improvements within and adjacent to the work, furnishing all labor, materials, tools, equipment and incidentals and for completing all work involved as specified herein, and as shown on the Project Plans and referenced standard plans.

701-17.6 Detectors.

701-17.6.1 General. [Add the following to this Section]:

All existing traffic signal loops to be protected in place. The contractor will notify the City seven days in advance if disturbance of any traffic signal loops is unavoidable. The City will make arrangements to have the loops replaced by others. If the Contractor damages any of the traffic loops, the Contractor must notify the City immediately.

Appendix A – Water Pollution Control Plan Template



WATER POLLUTION CONTROL PROGRAM (WPCP)

for

START HERE...CLICK HERE TO INSERT PROJECT NAME-THEN TAB TO NEXT FIELD

LAGUNA HILLS Contract Number:

INSERT LAGUNA HILLS CONTRACT NUMBER-THEN TAB TO NEXT FIELD.

Prepared for:

Insert Name of Lead Agency-then TAB.

Insert Address 1 and press ENTER to insert Address 2 or TAB to next field.

Insert City, State, ZIP-then TAB.

Insert Resident Engineer's Name-then TAB.

Insert Resident Engineer's Telephone Number-then TAB.

Submitted by:

Insert Contractor's Company Name-then TAB.

Insert Address 1 and press ENTER for Address 2 or TAB to next field.-then TAB.

Insert City, State, ZIP-then TAB.

Insert Telephone-then TAB.

Insert Owner/Representative's Name-then TAB.

Project Site Address

Insert job site address, if any-then TAB.

Insert job site telephone number, if any-then TAB.

Contractor's Water Pollution Control Manager

Insert WPCM's Name-then TAB.

Insert Telephone Number(s)-then TAB.

Contractor's Designated Water Pollution Control Inspector (if different from WPCM)

Insert Inspectors Name-then TAB.

Insert Telephone Number(s)-then TAB.

WPCP Prepared by:

Insert Company Name-then TAB.

Insert Address 1 and press ENTER to insert Address 2 or TAB to next field.

Insert City, State, ZIP-then TAB.

Insert Telephone-then TAB.

Insert Name and Title of Preparer-then TAB.

WPCP Preparation Date

Insert Date

Water Pollution Control Program (WPCP)
START HERE...CLICK HERE TO INSERT PROJECT NAME-THEN TAB TO NEXT FIELD
Contract No. INSERT LAGUNA HILLS CONTRACT NUMBER-THEN TAB TO NEXT FIELD.

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WPCP Attachments

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Attachment D	Amendments
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Attachment F	Discharge Reporting Log
Attachment G	Trained Contractor Personnel Log
INSERT ADDITIONAL ATTACHMENT REFERENCES OR DELETE THIS LINE	

Section 10

WPCP Certification and Approval

10.1 Contractor's Certification and Approval by the Resident Engineer

INSTRUCTIONS

- The contractor, authorized and required by the Special Provisions to prepare and implement the WPCP, shall provide and sign the following certification:

REQUIRED TEXT

CONTRACTOR'S CERTIFICATION OF WPCP

"I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature

Date

Name and Title

Telephone Number

INSTRUCTIONS

- If LAGUNA HILLS is administering the project, then the LAGUNA HILLS Engineer, as the authorized representative of the Department shall provide and sign the following certification upon approval of the WPCP.
- If a Local Agency is administering the project, then both the Local Agency Resident Engineer and the LAGUNA HILLS Oversight Engineer shall provide and sign the following certification upon approval of the WPCP.

Is a Local Agency / Private Entity administering the project?

☐ Yes ☐ No

REQUIRED TEXT WHEN LAGUNA HILLS IS ADMINISTERING PROJECT

For Use by LAGUNA HILLS Only
LAGUNA HILLS RESIDENT ENGINEER'S APPROVAL OF WPCP

I, and/or personnel acting under my direction and supervision, have reviewed this WPCP and find that it meets the requirements set forth in the Special Provisions, the LAGUNA HILLS SWPPP and WPCP Preparation Manual, and the Standard Specifications Section 7-1.01G - Water Pollution.

LAGUNA HILLS Resident Engineer's
Signature

Date of WPCP Approval

LAGUNA HILLS Resident Engineer's Name
(printed)

LAGUNA HILLS Resident Engineer's Phone
Number

**REQUIRED TEXT WHEN LOCAL AGENCY / PRIVATE ENTITY IS
ADMINISTERING PROJECT**

For Use by Local Agency / Private Entity Only
LOCAL AGENCY / PRIVATE ENTITY RESIDENT ENGINEER'S APPROVAL OF WPCP

I, and/or personnel acting under my direction and supervision, have reviewed this WPCP and find that it meets the requirements set forth in the Special Provisions, the LAGUNA HILLS SWPPP and WPCP Preparation Manual, and the Standard Specifications Section 7-1.01G - Water Pollution.

Resident Engineer's Signature

Date of WPCP Approval

Resident Engineer's Name (printed)

Resident Engineer's Phone Number

For Use by LAGUNA HILLS Only
LAGUNA HILLS OVERSIGHT ENGINEER'S CONCURRENCE OF WPCP

I, and/or personnel acting under my direction and supervision, have reviewed this WPCP and concur with the Resident Engineer's findings that it meets the requirements set forth in the Special Provisions, the LAGUNA HILLS SWPPP and WPCP Preparation Manual, and the Standard Specifications Section 7-1.01G - Water Pollution.

LAGUNA HILLS Oversight Engineer's
Signature

Date of WPCP Concurrence

LAGUNA HILLS Oversight Engineer's Name

LAGUNA HILLS Oversight Engineer's Phone
Number

Section 20

Project Information

INSTRUCTIONS

- Provide narrative text addressing the following topics in a format that can be easily understood by a person who is not familiar with the project.
 - Introduction and Project Description:
 - ☐ Provide a brief description of the project.
 - ☐ Describe the type(s) of work that will be performed.
 - ☐ Provide a brief description of the project location, including descriptive items such as county, route, post mile, city, and street names.
 - ☐ Describe proximity to receiving waters to which the project will discharge, including surface waters, drainage channels, and drainage systems.
 - ☐ Identify drainage system owners (municipality or agency).
 - Unique Site Features:
 - ☐ Provide a brief description of any unique site features (water bodies, wetlands, environmentally sensitive area, endangered or protected species, etc.)
 - ☐ Describe significant or high-risk activities that may impact stormwater quality. Include any unique features or activities within or adjacent to water bodies (such as dredging, re-use of aerially deposited lead material, large excavations, or work within a water body).
- Project Schedule: Provide a written or graphical project schedule. A graphical schedule in the form of an image file can be copied into the form field for the graphical schedule. Alternatively the graphical schedule can be manually included in the document. The schedule shall clearly show how the rainy season relates to soil-disturbing and re-stabilization activities. The schedule only needs to be detailed enough to show major activities sequenced with the implementation of construction site BMPs, including:
 - ☐ Project start and finish dates
 - ☐ Rainy season dates
 - ☐ Mobilization dates
 - ☐ Mass clearing and grubbing, roadside clearing dates
 - ☐ Major grading and excavation dates
 - ☐ Dates for special activities named in other permits, such as Fish and Game
 - ☐ Rainy season implementation schedule

- ☐ Deployment of temporary soil stabilization BMPs
 - ☐ Deployment of temporary sediment control BMPs
 - ☐ Deployment of non-stormwater BMPs
 - ☐ Deployment of waste management and materials pollution control BMPs
 - ☐ Paving, sawcutting, and any other pavement related operations
 - ☐ Planned stockpiling operations
 - ☐ Dates for other significant long-term operations or activities that may plan non-stormwater discharges such as dewatering, grinding, etc.
- Note: Projects located in the Lake Tahoe, Truckee River, East Fork Carson River, or West Fork Carson River Hydrologic Units, and projects above 5,000 ft in elevation in the portions of Mono County or Inyo County within the Lahontan RWQCB are not allowed to perform removal of vegetation nor disturbance of existing ground surface conditions between October 15 of each year and May 1 of the following year; except when there is an emergency situation that threatens the public health and safety, or when the project is granted a variance by the RWQCB Executive Officer.
- Pollutant Source Identification:
- Review the contract documents and associated environmental documents to determine the known site contaminants and list them in this section.

EXAMPLE

1. Introduction and Project Description

The project consists of sound wall construction, shoulder work, and PCC pavement removal and replacement along approximately 1300 feet of highway. The project is located on northbound I-5 in Stockton (San Joaquin County), north from W. March Lane. Project runoff is conveyed approximately 2600 feet south to the Calaveras River via a combination of LAGUNA HILLS-owned roadside ditches and underground drainage facilities. The Calaveras River discharges to the San Joaquin River approximately 1.9 miles downstream from I-5. The total disturbed area is about 0.8 acres.

2. Unique Site Features:

Relative proximity to Calaveras and San Joaquin Rivers.

3. Project Schedule (graphical):

The attached project schedule shows the projected progress of the project and includes implementation of water pollution control items.

4. Potential Pollutant Sources:

The primary construction activities, related materials, and wastes that have the potential to pollute stormwater include:

- a) Soil disturbing activities and resulting exposed soil areas, including minor grading along the shoulder and trenching for conduits and sound wall footings.
- b) Slurries from mortar mixing and PCC saw-cutting and placement.

- c) Solid wastes from PCC demolition and removal, sound-wall construction, and form work
- d) Temporary on-site storage of construction materials, including mortar mix, raw landscaping, soil stabilization materials, and treated lumber.
- e) General site litter.
- f) Equipment operation and maintenance.

REQUIRED TEXT

1. Introduction and Project Description:
2. Unique Site Features:
3. Project Schedule (graphical):
4. Potential Pollutant Sources:

EXAMPLE: GRAPHICAL SCHEDULE

The graphical Water Pollution Control Schedule is provided on the following page.

INSERT GRAPHICAL WATER POLLUTION CONTROL SCHEDULE

Section 30

Pollution Sources and Control Measures

INSTRUCTIONS

BMP SELECTION PROCESS

- BMPs are selected to reduce or eliminate pollutants in stormwater and non-stormwater discharges associated with construction activities. Described below is the sequence of steps that shall be used to identify BMPs to be included in WPCPs.

Step 1: Incorporate the temporary water pollution control BMPs that are described in:

- Contract Special Provisions;
- Contract Plans;
- Standard Plans; and
- Standard Specifications.

If the BMPs required in Step 1 are inadequate to address potential pollutants in stormwater discharges and non-stormwater discharges, then:

Step 2: Incorporate the temporary water pollution control BMPs using one or more of the LAGUNA HILLS minimum requirements listed in Table 1-1 of the SWPPP/WPCP Preparation Manual.

Step 3: If the BMPs selected from Steps 1 and 2 are inadequate to address potential pollutants in stormwater discharges and non-stormwater discharges, then incorporate the temporary water pollution control BMPs that are described in Section 4.5 of the SWMP. For reference on these BMPs see the Construction Site Best Management Practices (BMPs) Reference Manual.

- Show the selected BMPs on the WPCDs.
- Complete the BMP implementation tables and descriptions in each of the following sections:

30.1 Soil Stabilization (Erosion Control) and Sediment Control

30.2 Construction Site Management

30.1 Soil Stabilization (Erosion Control) and Sediment Control

INSTRUCTIONS

- Use each of the following sections to identify erosion and sediment controls that will be implemented during the project.

30.1.1 Soil Stabilization Practices

30.1.2 Sediment Control Practices

30.1.3 Sediment Tracking Controls

30.1.4 Wind Erosion Controls

30.1.1 Soil Stabilization BMPs

INSTRUCTIONS

- Soil stabilization consists of source control measures that are designed to prevent soil particles from detaching and becoming suspended in stormwater runoff. Soil stabilization BMPs protect the soil surface by covering and/or binding the soil particles.
- Provide a brief description of soil-disturbing activities, such as clearing and grubbing, grading, excavation, trenching, etc. Show the limits of the soil-disturbed areas on the WPCDs.
- Complete the following BMP implementation table for temporary soil stabilization BMPs.
- Describe the locations and scheduled installations for each selected soil stabilization BMP.
- If the project will not create disturbed soil areas, state as such and check "No" for all BMPs in the soil stabilization selection BMP implementation table and enter "N/A" as the reason not used.

EXAMPLE

The following soil stabilization BMP implementation table indicates the BMPs that shall be implemented to control erosion on the construction site. Implementation and locations of temporary soil stabilization BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

Soil disturbing activities consist of minor grading along the shoulder and trenching for utilities and sound wall footings as shown on WPCD-2. Existing vegetation will be preserved outside the immediate construction zone as shown.

SS-1 Scheduling

SS-2 Preservation of Existing Vegetation

- Clearing and grubbing will be limited to the boundaries of active construction as shown on WPCD-2. Surrounding areas of existing vegetation will be protected by installing ESA fencing around the drip lines of the trees.

SS-5 Soil Binders (Copolymer)

- BMP SS-5 was selected to minimize interference with the final (permanent) erosion control measures (decorative landscaping). Soil binders will be applied to all non-active soil disturbed areas during the rainy season in conformance with the DSA protection requirements in the Stormwater Pollution Prevention Plan/Water Pollution Control Program Preparation Manual.

REQUIRED TEXT

The following soil stabilization BMP implementation table indicates the BMPs that shall be implemented to control erosion on the construction site. Implementation and locations of temporary soil stabilization BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY SOIL STABILIZATION BMPs

CONSTRUCTION BMP ID NO ⁽¹⁾	BMP NAME	MINIMUM REQUIRE- MENT ⁽³⁾	CONTRACT BID ITEM	BMP USED		IF NOT USED, STATE REASON
				YES	NO	
SS-1	Scheduling	✓	☐	☐	☐	
SS-2	Preservation of Property/ Preservation of Existing Vegetation	✓	☐	☐	☐	
SS-3	Temporary Hydraulic Mulch (Bonded Fiber Matrix)	✓ ⁽²⁾	☐	☐	☐	
	Temporary Hydraulic Mulch (Polymer Stabilized Fiber Matrix)	✓ ⁽²⁾	☐	☐	☐	
SS-4	Temporary Erosion Control (With Temporary Seeding)	✓ ⁽²⁾	☐	☐	☐	
SS-5	Temporary Soil Stabilizer	✓ ⁽²⁾	☐	☐	☐	
SS-6	Temporary Erosion Control (Straw Mulch with Stabilizing Emulsion)	✓ ⁽²⁾	☐	☐	☐	
SS-7	Temporary Erosion Control Blanket (On Slope)	✓ ⁽²⁾	☐	☐	☐	
	Temporary Erosion Control Blanket (In swale or ditch)		☐	☐	☐	
SS-7	Temporary Cover (Plastic Covers)	✓ ⁽²⁾	☐	☐	☐	
SS-8	Temporary Mulch (Wood)		☐	☐	☐	
SS-9	Earth Dikes / Drainage Swales & Lined Swales		☐	☐	☐	
SS-10	Outlet Protection / Velocity Dissipation Devices		☐	☐	☐	
SS-11	Slope Drains		☐	☐	☐	

CONSTRUCTION BMP ID NO ⁽¹⁾	BMP NAME	MINIMUM REQUIRE- MENT ⁽³⁾	CONTRACT BID ITEM	BMP USED		IF NOT USED, STATE REASON
				YES	NO	
SS-12	Streambank Stabilization		☐	☐	☐	
ALTERNATIVE SOIL STABILIZATION BMPs USED⁽⁴⁾ ☐ Yes ☒ No						IF USED, STATE REASON

Notes:

⁽¹⁾ The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing LAGUNA HILLS documents and are not provided to imply that the Construction Site BMP Reference Manual is a required contract document.

⁽²⁾ The Contractor shall ensure implementation of one of the two measures listed or a combination thereof to achieve and maintain the contract's rainy and non-rainy season requirements.

⁽³⁾ Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the Contractor and approved by the Resident Engineer.

⁽⁴⁾ Use of alternative BMPs will require written approval by the Resident Engineer.

INSERT NARRATIVE DESCRIBING SELECTED SOIL STABILIZATION BMPs

30.1.2 Sediment Control BMPs

INSTRUCTIONS

- Sediment controls are used to complement and enhance the selected soil stabilization measures. Sediment controls are designed to intercept runoff and capture suspended soil particles through a settlement or filtration process.
- Provide a brief description of soil-disturbed areas that will necessitate sediment control BMPs. References to the WPCDs and/or Section 30.1.1 are often sufficient.
- Complete the following BMP implementation table for temporary sediment control BMPs. All listed BMPs shall be considered for the project.
- Describe the locations and scheduled installations for each selected sediment control BMP.
- Show selected BMPs on the WPCDs.

EXAMPLE

The following sediment control BMP implementation table indicates the BMPs that shall be implemented to control sediment on the construction site. Implementation and locations of temporary sediment control BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

Temporary fiber rolls will be used at the toe of slopes and as perimeter sediment controls. According to the contract special provisions, sediment controls for this project are required during the rainy season - continuously on non-active DSAs and before rain on active DSAs. Deployment locations will be as follows:

SC-5 Temporary Fiber Rolls

- Fiber rolls will be deployed along the downstream (southern) construction site perimeter as shown on WPCD-2. Once the drainage channel is constructed and lined, fiber rolls will be extended north, along each side of the channel. See SC-4, Temporary Check Dam, below.

SC-4 Temporary Check Dam

- Concentrated flows will be conveyed by the drainage channel that runs north-south, adjacent to the shoulder. During channel construction, sediment control will be provided by gravel bag check dams, spaced at 30 feet. Once the channel is lined, temporary fiber rolls will be installed along the channel banks to prevent sediment from entering the channel.

REQUIRED TEXT

The following sediment control BMP implementation table indicates the BMPs that shall be implemented to control sediment on the construction site. Implementation and locations of temporary sediment control BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

Temporary sediment control

CONSTRUCTION BMP ID NO ⁽¹⁾	BMP NAME	MINIMUM REQUIRE- MENT ⁽³⁾	CONTRACT BID ITEM	BMP USED		IF NOT USED, STATE REASON
				YES	NO	
SC-1	Temporary Silt Fence	✓ ⁽²⁾	☐	☐	☐	
SC-2	Temporary Sediment Basin		☐	☐	☐	
SC-4	Temporary Check Dam		☐	☐	☐	
SC-5	Temporary Fiber Rolls	✓ ⁽²⁾	☐	☐	☐	
SC-6	Temporary Gravel Bag Berm		☐	☐	☐	
SC-7	Street Sweeping	✓	☐	☐	☐	
SC-8	Temporary Sandbags		☐	☐	☐	
SC-9	Temporary Straw Bale Barrier		☐	☐	☐	
SC-10	Temporary Drain Inlet Protection	✓	☐	☐	☐	
ALTERNATIVE SEDIMENT CONTROL BMPs USED⁽⁴⁾ ☐ Yes ☐ No						IF USED, STATE REASON

Notes:
⁽¹⁾ The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing LAGUNA HILLS documents and are not provided to imply that the Construction Site BMP Reference Manual is a required contract document.
⁽²⁾ The Contractor shall ensure implementation of one of the two measures listed or a combination thereof to achieve and maintain the contract's rainy and non-rainy season requirements.
⁽³⁾ Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the Contractor and approved by the Resident Engineer.
⁽⁴⁾ Use of alternative BMPs will require written approval by the Resident Engineer.

INSERT NARRATIVE DESCRIBING TEMPORARY SEDIMENT CONTROL BMPs

30.1.3 Tracking Control BMPs

INSTRUCTIONS

- Refer to the following BMP implementation table for sediment tracking control BMPs. If a particular BMP will not be used or is not applicable enter a brief reason.
- Tracking controls shall be considered and implemented year round and throughout the duration of the project. Show selected sediment tracking control BMPs on the WPCDs in Attachment A.

REQUIRED TEXT

The following tracking control BMP implementation table indicates the BMPs that shall be implemented to reduce sediment tracking from the construction site onto private or public roads. Implementation and locations of tracking control BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY TRACKING CONTROL BMPs

CONSTRUCTION BMP ID NO ⁽¹⁾	BMP NAME	MINIMUM REQUIRE- MENT	CONTRACT BID ITEM	BMP USED		IF NOT USED, STATE REASON
				YES	NO	
SC-7	Street Sweeping		☐	☐	☐	
TC-1	Temporary Construction Entrance		☐	☐	☐	
TC-2	Stabilized Construction Roadway		☐	☐	☐	
TC-3	Temporary Entrance / Outlet Tire Wash		☐	☐	☐	
ALTERNATIVE TRACKING CONTROL BMPs USED⁽²⁾ ☐ Yes ☐ No						IF USED, STATE REASON
Notes: ⁽¹⁾ The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing LAGUNA HILLS documents and are not provided to imply that the Construction Site BMP Reference Manual is a required contract document. ⁽²⁾ Use of alternative BMPs will require written approval by the Resident Engineer.						

INSERT NARRATIVE DESCRIBING TRACKING CONTROL BMPs

30.1.4 Wind Erosion Control BMPs

INSTRUCTIONS

- Refer to the following BMP implementation table for wind erosion control BMPs. If a particular BMP will not be used or is not applicable enter a brief reason.
- Provide a narrative description of wind erosion control BMPs Give a general approach on how wind erosion control BMPs will be implemented on the project to control dust during construction operations, including stockpile operations at all times.
- If the project will not create disturbed soil areas, indicate this in the narrative description.

REQUIRED TEXT

The following wind erosion control BMP implementation table indicates the BMPs that shall be implemented to control wind erosion on the construction site. Implementation and locations of wind erosion control BMPs are shown on the WPCDs in Attachment A and/or described in this section. The BMP working details can be found in Attachment A. The following list of BMPs and narrative explain how the selected BMPs shall be incorporated into the project.

TEMPORARY WIND EROSION CONTROL

CONSTRUCTION BMP ID NO ⁽¹⁾	BMP NAME	MINIMUM REQUIRE- MENT ⁽²⁾	CONTRACT BID ITEM	BMP USED		IF NOT USED, STATE REASON
				YES	NO	
WE-1	Wind Erosion Control	✓	☐	☐	☐	
TC-1	Temporary Construction Entrance		☐	☐	☐	
TC-2	Stabilized Construction Roadway		☐	☐	☐	
----	All Soil Stabilization Measures included in Section 500.3.4		☐	☐	☐	
ALTERNATIVE WIND EROSION CONTROL BMPs USED⁽³⁾ ☐ Yes ☐ No						IF USED, STATE REASON
Notes: ⁽¹⁾ The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing LAGUNA HILLS documents and are not provided to imply that the Construction Site BMP Reference Manual is a required contract document. ⁽²⁾ Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the Contractor and approved by the Resident Engineer. ⁽³⁾ Use of alternative BMPs will require written approval by the Resident Engineer.						

INSERT NARRATIVE DESCRIBING WIND EROSION CONTROL BMPs

30.2 Construction Site Management

30.2.1 Non-Stormwater Management BMPs

INSTRUCTIONS

- Non-stormwater discharges which are not authorized under the LAGUNA HILLS Permit or authorized under a separate NPDES permit are prohibited. Examples of prohibited discharges common to construction activities include:
 - Vehicle and equipment wash water, including concrete washout water.
 - Slurries from concrete cutting and coring operations or AC grinding operations.
 - Slurries from concrete or mortar mixing operations.
 - Blast residue from high-pressure washing of structures or surfaces.
 - Wash water from cleaning painting equipment.
 - Runoff from dust control applications of water or dust palliatives.
 - Sanitary and septic wastes.
- List all activities that have the potential to produce non-stormwater discharges. (Consider dewatering operations and any construction activity that requires water use.) Discuss planned dewatering operations with the Resident Engineer to determine possible requirement for permits and/or treatment. Discuss how mobile operations, such as maintenance and fueling for large or stationary equipment, will be addressed.
- Use the following BMP implementation table to select BMPs as necessary to contain, remove, and dispose potential non-stormwater discharges.
- Describe the locations and scheduled installations for each selected Non-Stormwater Management BMPs.

REQUIRED TEXT

The following BMP implementation table indicates the BMPs that have been selected to control non-stormwater pollution on the construction site. Implementation and locations of non-stormwater control BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details that will be adhered to are found in Attachment A of this WPCP.

CONSTRUCTION SITE MANAGEMENT

NON-STORM WATER MANAGEMENT BMPS						
BMP No.	BMP	MINIMUM REQUIREMENT	CHECK IF CONTRACT REQUIREMENT	CHECK IF USED	CHECK IF NOT USED	IF NOT USED, STATE REASON
NS-1	Water Conservation Practices					
NS-2	Dewatering Operations					
NS-3	Paving and Grinding Operations					
NS-4	Temporary Stream Crossing					
NS-5	Clear Water Diversion					
NS-6	Illicit Discharge / Illegal Dumping Reporting					
NS-7	Potable Water / Irrigation					
Vehicle and Equipment Operations						
NS-8	Vehicle and Equipment Cleaning					
NS-9	Vehicle and Equipment Fueling					
NS-10	Vehicle and Equipment Maintenance					

INSERT NARRATIVE DESCRIBING NON-STORM WATER MANAGEMENT POLLUTION
CONTROL BMPs

30.2.2 Waste Management and Materials Pollution Control BMPs

INSTRUCTIONS

- Waste management consists of implementing procedural and structural BMPs for collecting, handling, storing and disposing of wastes generated by a construction project to prevent the release of waste materials into stormwater discharges. Wastes are going to be generated during construction; however, the methods in which the wastes are collected, stored, and removed will determine the success of the waste management activities. Construction site wastes can range from residues collected from non-stormwater discharges (i.e. paint removal) to general site litter and debris (i.e. empty marker paint cans).
- Material pollution control (materials handling) consist of implementing procedural and structural BMPs for handling, storing and using construction materials to prevent the release of those materials into stormwater discharges. The amount and type of construction materials to be utilized at the site will be dependent upon the type of construction and the length of the construction period. The materials may be used continuously, such as fuel for vehicles and equipment, or the materials may be used for a discrete period, such as fertilizer for landscaping.
- Waste management and materials pollution control BMPs must be implemented to minimize stormwater contact with construction materials, wastes and service areas, and to prevent materials and wastes from being discharged off-site.
- Review project activities to identify likely construction materials and wastes. Identify materials and wastes with special handling or disposal requirements, such as lead contaminated soils. List anticipated materials and wastes below.
- Based on the listed materials and wastes, use the following materials handling and waste management BMP consideration checklist to select appropriate BMPs.
- Describe the locations and scheduled installations for each selected waste management and materials pollution control BMPs. For Solid Waste Management WM-5, a list of waste disposal facilities and the type of waste to be disposed at each facility is provided.

REQUIRED TEXT

The following BMP implementation table indicates the BMPs that have been selected to control construction site wastes and materials. Implementation and locations of materials handling and waste management BMPs are shown on the WPCDs in Attachment A. The BMP working details that will be adhered to are found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

Waste Management and Materials Pollution Control BMPs						
BMP No.	BMP	MINIMUM REQUIREMENT	CHECK IF CONTRACT REQUIREMENT	CHECK IF USED	CHECK IF NOT USED	IF NOT USED, STATE REASON
WM-1	Material Delivery and Storage					
WM-2	Material Use					
WM-3	Asphalt Concrete Stockpiles					
WM-4	Spill Prevention and Control					
WM-5	Solid Waste Management					
WM-6	Hazardous Waste Management					
WM-7	Contaminated Soil Management					
WM-8	Concrete Waste Management					
WM-9	Sanitary/Septic Waste Management					
WM-10	Liquid Waste Management					

INSERT NARRATIVE DESCRIBING WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPs

30.3 Water Pollution Control Drawings (WPCDs)

INSTRUCTIONS

- The contractor shall include WPCDs in the WPCP to show the locations, applications, and deployment of the BMPs checked in the preceding sections.
- The WPCDs shall include one or more drawings at a scale sufficient to clearly show on-site drainage patterns and the location of erosion and sediment control BMPs. The WPCDs shall be no smaller than the "reduced plans" (approximately 11" x 17") issued by LAGUNA HILLS. A sample WPCD can be referenced in Attachment A of Appendix B of the "SWPPP and WPCP Preparation Manual."
- The WPCDs shall include:
 - Detail sheets showing construction details for the BMPs that shall be used.
 - Location sheets, usually modified layout, grading, stage construction, and/or drainage sheets, showing the locations of BMPs that will be used. Delineation of BMPs to be implemented during project construction will be in the form of construction notes and/or symbols.

REQUIRED TEXT

The WPCDs are included as Attachment A to this Water Pollution Control Program.

30.4 Construction BMP Maintenance, Inspection, and Repair

INSTRUCTIONS

- A program for the regular inspection, maintenance, and repair of BMPs shall be included in the WPCP in Attachment B. The contractor's attention is directed to the Contract Specifications and Special Provisions for requirements for maintenance and inspection of BMPs.
- Appendix B, Attachment B of the "SWPPP and WPCP Preparation Manual", shows a sample Maintenance, Inspection and Repair of Construction Site BMPs form.
- At a minimum, the contractor shall inspect the site before and after storm events, and at 24-hour intervals during extended storms. The Contract Special Provisions may require additional inspections.
- The results of the inspection and assessment shall be recorded on the Construction Site Inspection Checklist included in Appendix B, Attachment C to the "SWPPP and WPCP Preparation Manual," and included as Attachment C of this WPCP.
- A copy of each completed Construction Site Inspection Checklist shall be provided to the Resident Engineer within 24-hours of an inspection, and a copy included in the on-site WPCP.
- A tracking or follow-up procedure must follow any inspection that identifies deficiencies in BMPs.

REQUIRED TEXT

A completed Inspection, Maintenance, and Repair Program shall be provided in Attachment B of the WPCP.

Site inspections shall be conducted by the Contractor's WPCM or other LAGUNA HILLS approved 24-hour trained staff at the following minimum frequencies:

- Prior to a forecast storm.
- After a rain event that causes runoff from the construction site.
- At 24-hour intervals during extended rain events.
- Daily inspections within the Lake Tahoe Hydrologic Unit.
- Weekly during the rainy season.
- Every 2 weeks during the non-rainy season; and
- At any other time(s) or intervals of time specified in the Contract Special Provisions.

Completed inspection checklists (Attachment C) will be submitted to the Resident Engineer within 24 hours of inspection. Copies of the completed checklists will be kept with the WPCP. A tracking or follow-up procedure shall follow any inspection that identifies deficiencies in BMPs.

30.5 Training

INSTRUCTIONS

- Individuals responsible for WPCP preparation, implementation, and permit compliance are required to be trained, and the WPCP shall document all training. This includes those personnel responsible for installation, inspection, maintenance, and repair of BMPs. Describe the types of training that the contractor's inspection, maintenance, and repair personnel have received or will receive that are directly related to stormwater pollution prevention.
- Training may be both formal and informal.
- Formal stormwater pollution prevention or erosion and sediment control training sessions may include certification as a Certified Professional in Erosion and Sediment Control (CPESC); workshops offered by the SWRCB, RWQCB, Community College or University of California Extension; or other locally recognized agencies or professional organizations such as the International Erosion Control Association (IECA), Association of Bay Area Governments (ABAG), Association of General Contractors (AGC), etc. Contractors are encouraged to contact the RWQCB or the SWRCB to inquire about availability of training.
- A listing of training organizations, subject matter and classes are located at:
<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.html>
- The Contractor's WPCM and the WPCP preparer shall have a minimum of 24 hours (3 days) of formal stormwater pollution prevention training.
- Onsite stormwater pollution prevention training shall be conducted on an ongoing basis.
- Document informal stormwater training using the sample training log sheet provided as Attachment G.

- Document formal stormwater training by providing a list of classes and copies of class completion documentation. Documentation shall be submitted to the Resident Engineer within 24 hours of completion of training.
- Training records shall be updated, documented and reported in the WPCP quarterly.

REQUIRED TEXT

The Water Pollution Control Manager (WPCM) assigned to this project is:

Insert WPCM's Name-then TAB

Insert Telephone Number(s)-then TAB

Insert Contractor's Company Name-then TAB

Insert Address 1 then press ENTER to insert Address 2 or TAB to next field

Insert City, State, Zip-then TAB

The WPCM shall have primary responsibility and significant authority for the implementation, maintenance, inspection and amendments to the approved WPCP. The WPCM will be available at all times throughout duration of the project. Duties of the Contractor's WPCM include but are not limited to:

- Ensuring full compliance with the WPCP and the Permit; and
- Implementing all elements of the WPCP.

The WPCM shall have the authority to mobilize crews in order to make immediate repairs to the water pollution control measures.

The training log showing formal and informal training of various personnel is shown in Attachment G. A copy of all training certificate(s) (e.g., LAGUNA HILLS 24 Hour Training Class, etc.) for the WPCM and the WPCP Preparer are included in Attachment G. Training records shall be updated, documented and reported in the WPCP quarterly. Documentation of new training shall be submitted to the Resident Engineer within 24-hours of training.

INSERT HERE ANY ADDITIONAL TEXT REGARDING TRAINING OF PERSONNEL.

This WPCP was prepared by INSERT COMPANY, NAME AND PROFESSIONAL REGISTRATION OR OTHER QUALIFICATIONS (INCLUDING INFORMATION REGARDING OTHER TRAINING COURSES, SUCH AS LAGUNA HILLS SWPPP PREPARATION TRAINING) OF PERSON THAT PREPARED THE WPCP.

Section 40

Amendments

INSTRUCTIONS

- The WPCP shall be amended whenever there is a change in construction or operations that may cause the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the Resident Engineer. All WPCP amendments shall be documented in letter format and include revised WPCD sheets, as appropriate. WPCP amendments shall be certified by the contractor and require approval by the LAGUNA HILLS or Local Agency / Private Entity Resident Engineer (and LAGUNA HILLS Oversight Engineer if applicable). Approved amendments shall be attached to the Contractor's on-site WPCP in Attachment D.
- The following items will be included in the amendment, as appropriate:
 - ☐ Discuss who requested the amendment.
 - ☐ Describe location of proposed change.
 - ☐ Describe reason for change.
 - ☐ Describe the original BMP proposed, if any.
 - ☐ Describe the new BMP proposed.
 - ☐ Include any revised WPCDs for detail or location changes.
 - ☐ Include a copy of the Amendment Log in Attachment D.
- The certification form shall be included in Attachment D and shall be signed by the contractor and Resident Engineer (and Oversight Engineer if applicable) for each amendment. The signed forms shall be included with the Amendment.
- If LAGUNA HILLS is administering the project, then the LAGUNA HILLS Resident Engineer, as the authorized representative of the Department shall provide and sign the following certification.
- If a Local Agency / Private Entity is administering the project, then the Local Agency / Private Entity Resident Engineer shall sign and provide the certification form to the LAGUNA HILLS Oversight Engineer for approval.
- The Amendment shall be documented in the following Amendment Log Table. Enter the Amendment number, date, brief description, and name of the person who prepared the Amendment in the table. Include a copy of the Amendment Log in Attachment D.

REQUIRED TEXT

The WPCP shall be amended whenever there is a change in construction or operations that may cause the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the Resident Engineer. All WPCP amendments shall be documented in letter format and include revised WPCD sheets, as appropriate. WPCP

amendments shall be certified by the contractor and require approval by the LAGUNA HILLS or Local Agency / Private Entity Resident Engineer (and LAGUNA HILLS Oversight Engineer if applicable). Approved amendments and log shall be attached to the Contractor's on-site WPCP in Attachment D.

Project Name: **START HERE...CLICK HERE TO INSERT PROJECT NAME-THEN TAB TO NEXT FIELD**

LAGUNA HILLS Contract Number: **INSERT LAGUNA HILLS CONTRACT NUMBER-THEN TAB TO NEXT FIELD.**

Amendment No.	Date	Brief Description of Amendment	Prepared By

Section 50

Reporting

50.1 Discharge Reporting

INSTRUCTIONS

- Discharges will be reported in writing to the Resident Engineer verbally upon discovery and in writing within 7 days (3 days for Districts 7 and 11) of occurrence or as required in the Special Provisions. A Notice of Discharge form for reporting discharges shall be included in Attachment E. A Discharge Reporting Log shall be included in Attachment F.
- Note: USEPA has issued regulations that define Reportable Quantity (RQ) levels for oil and hazardous substances. These regulations are found in the Code of Federal Regulations at 40 CFR Part 110, Part 117, or Part 302.

REQUIRED TEXT

If a discharge occurs or if the project receives a written notice or order from any regulatory agency, the contractor will immediately notify the Engineer and will file a written report to the Resident Engineer within 7 days (3 days for Districts 7 and 11) of the discharge event, notice, or order. Corrective measures will be implemented immediately following the discharge, notice or order. A Notice of Discharge form is provided in Attachment E. All discharges shall be documented on a Discharge Reporting Log in Attachment F.

The report to the Resident Engineer will contain the following items:

- The date, time, location, nature of operation, and type of discharge, including the cause or nature of the notice or order.
- The BMPs deployed before the discharge event, or prior to receiving notice or order.
- The date of deployment and type of BMPs deployed after the discharge event, or after receiving the notice or order, including additional BMPs installed or planned to reduce or prevent re-occurrence.
- An implementation and maintenance schedule for any affected BMPs.

Discharges requiring reporting include:

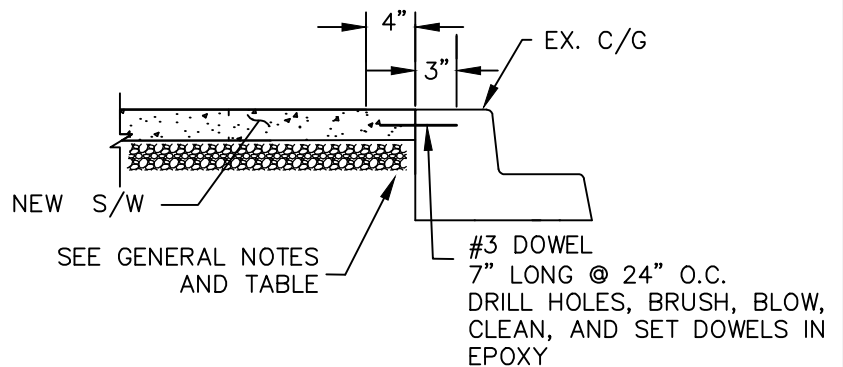
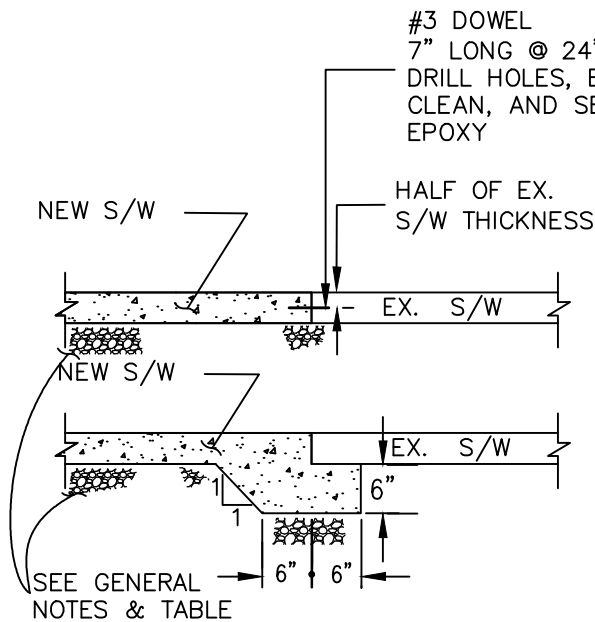
- Stormwater from a DSA discharged to a waterway without treatment by a temporary construction BMP.
- Non-stormwater, except conditionally exempted discharges, discharged to a waterway or a storm drain system, without treatment by an approved control measure (BMP).
- Stormwater discharged to a waterway or a storm drain system where the control measures (BMPs) have been overwhelmed or not properly maintained or installed.
- Discharge of hazardous substances above the reportable quantities in 40 CFR 117.3 or 302.4.

- Stormwater runoff containing hazardous substances from spills discharged to a waterway or storm drain system.
- Discharges that may endanger health or the environment.
- Other discharge reporting as directed by the Resident Engineer.

Appendix B – Applicable Standard Plans

GENERAL NOTES

1. SP1204 SHALL BE USED FOR COUNTY PROJECTS, WHEN REQUIRED BY THE ENGINEER OR GEOTECHNICAL ENGINEER OR IN ABSENCE OF PROJECT-SPECIFIC GEOTECHNICAL RECOMMENDATIONS.
2. THE EXPANSION INDEX TEST FOR SUBGRADE SOILS SHALL BE DETERMINED BY ASTM D4829 TEST METHOD.
3. SEE TABLE 1204-1 ON SHEET 3 FOR SUBGRADE PREPARATION, AGGREGATE BASE, PCC SIDEWALK THICKNESS, REINFORCEMENT, THICKENED EDGE, DOWELS, AND WEAKENED PLANE JOINT SPACING.
4. STEEL REINFORCEMENT SHALL BE #3 BARS GRADE 40.
5. DOWELS SHALL BE 7" LONG #3 BARS GRADE 40.
6. PROVIDE THE DOWEL JOINT AT THE EXPANSION JOINT FOR NEW SIDEWALK AND CURB & GUTTER.
7. THE FOLLOWING STANDARDS SHALL BE USED WHERE EXPANSION INDEX > 20, UNLESS SUPERSEDED BY THE GEOTECHNICAL ENGINEER'S RECOMMENDATION.



NEW SIDEWALK TO EXISTING SIDEWALK

1. IF EXISTING SIDEWALK IS LESS THAN 4" THICK, USE 6" DEEP X 12" WIDE PCC KEY WITHOUT DOWEL CONNECTION.
2. IF THE EXISTING SIDEWALK IS 4" THICK OR GREATER, USE #3 DOWEL CONNECTION.

NEW SIDEWALK TO EXISTING CURB

1. WHERE NEW DRIVEWAY DEPRESSION IS ADDED, REPLACE EX. CURB & GUTTER BETWEEN THE NEAREST JOINTS & POUR CURB & GUTTER MONOLITHICALLY.
2. DAMAGED CURB & GUTTER REPLACEMENT SHALL BE MONOLITHIC.

ABBREVIATIONS:

EX. — EXISTING
 S/W — SIDEWALK
 F/C — FACE OF CURB
 L/G — LIP OF GUTTER
 C/G — CURB & GUTTER
 CMB — CRUSHED MISCELLANEOUS BASE
 CAB — CRUSHED AGGREGATE BASE

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi
 Khalid Bazmi, County Engineer

Revision: August 2018

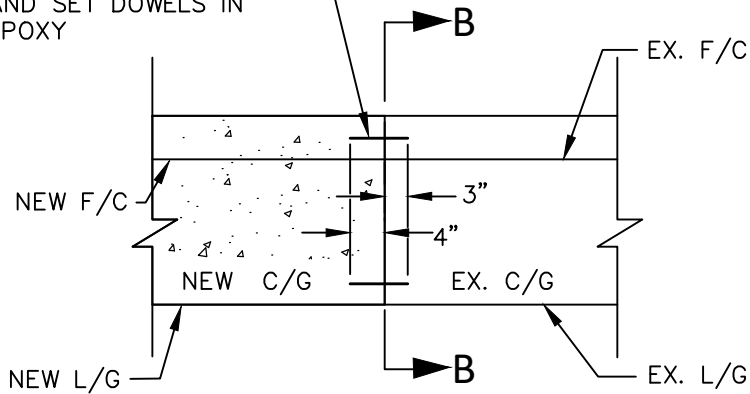
STD. PLAN

1204

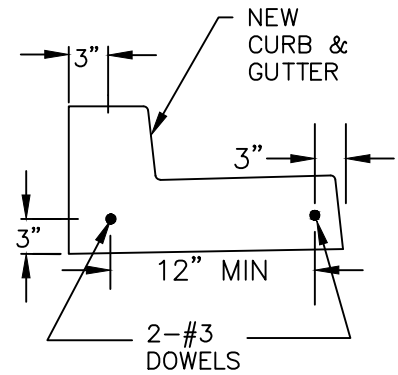
SHT. 1 OF 3

SIDEWALK ON EXPANSIVE SOILS

USE 2-7" LONG, #3
DOWEL DRILL HOLES,
BRUSH, BLOW, CLEAN,
AND SET DOWELS IN
EPOXY

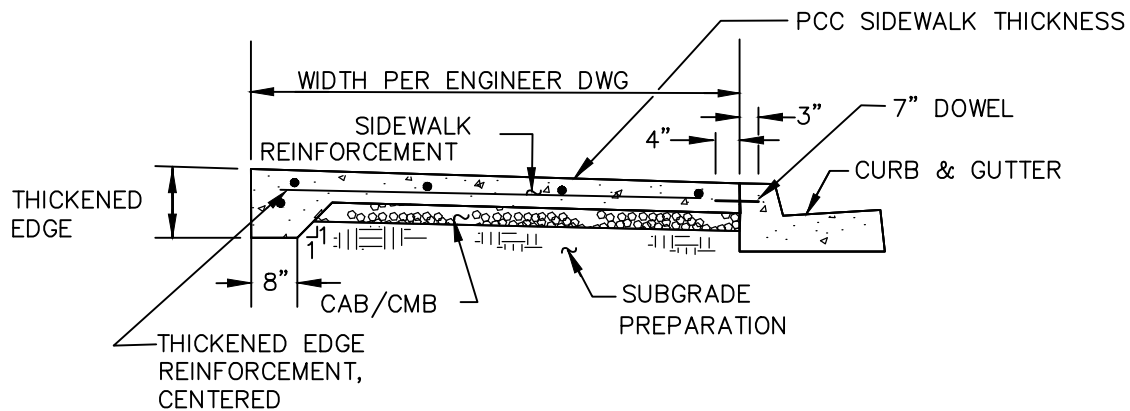


PLAN VIEW



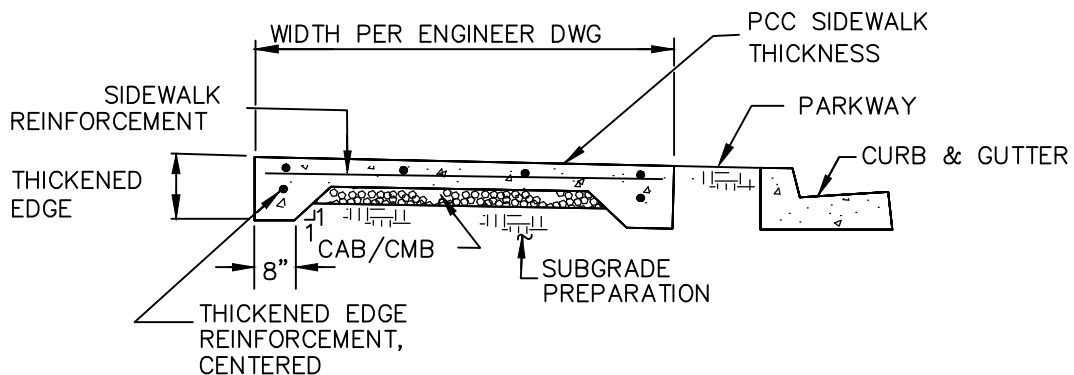
SECTION B-B

NEW CURB & GUTTER TO EXISTING CURB & GUTTER



NEW CURB-ADJACENT SIDEWALK AT NEW OR EXISTING CURB

SEE TABLE 1204-1 ON SHEET 3



NEW NON-CURB-ADJACENT SIDEWALK AT NEW OR EXISTING CURB

SEE TABLE 1204-1 ON SHEET 3

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Approved *Khalid Bazmi*
Khalid Bazmi, County Engineer

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SIDEWALK ON EXPANSIVE SOILS

STD. PLAN

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SHT. 2 OF 3

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SIDEWALK ON EXPANSIVE SOILS

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Approved

Khalid Bazmi, County Engineer

STD. PLAN

1204

SHT. 3 OF 3

TABLE 1204-1 Sidewalks on Expansive Soils

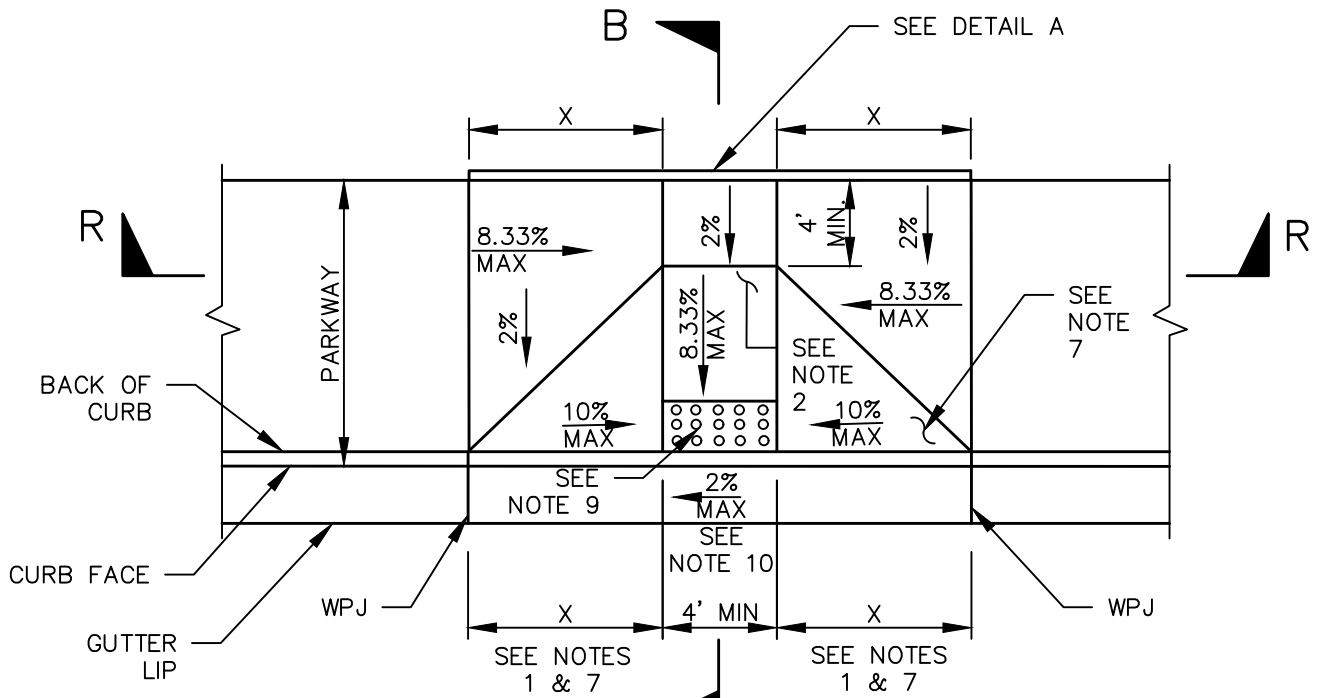
Subgrade Preparation, Aggregate Base, Sidewalk Thickness, Reinforcement, Thickened Edges, Dowels and Weakened Plane Joint Spacing

Non-Vehicular PCC Sidewalks, Width 6 Feet or Less

E.I. per ASTM D4829	Expansion Potential	Subgrade Prep, Min % over Optimum Moisture	Min Depth of Subgrade Prep, Inches	Min Depth of CAB or CMB under PCC, Inches	Minimum Sidewalk Thickness, Inches	Sidewalk Reinforcement, both directions	Thickened Edge	Thickened Edge Reinforcement	Doweling Into Adjacent Curbs & Flatwork	Weakened Plane Joint Spacing, feet
0 - 20	Very Low	N/A	N/A	None	4"	None	None	N/A	None	6'
21 - 50	Low	2%	12"	None	4"	None	None	N/A	7" long #3 Bar @ 24"	6'
51 - 90	Medium	3%	12"	2"	4"	None	None	N/A	7" long #3 Bar @ 24"	6'
91 - 130	High	5%	12"	2"	4"	None	None	N/A	7" long #3 Bar @ 24"	5'
>130	Very High	5%	18"	2"	4"	None	None	N/A	7" long #3 Bar @ 24"	5'

Non-Vehicular PCC Sidewalks, Width Greater than 6 Feet

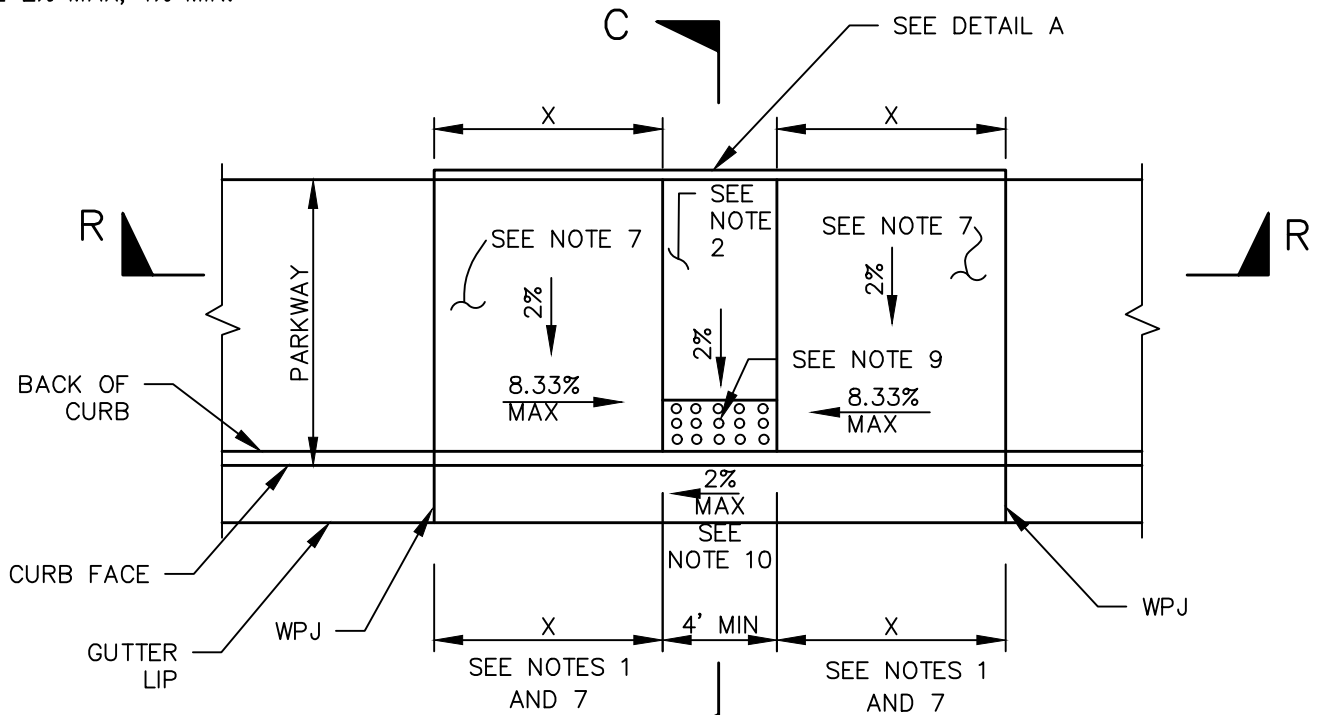
E.I. per ASTM D4829	Expansion Potential	Subgrade Prep, Min % over Optimum Moisture	Min Depth of Subgrade Prep, Inches	Min Depth of CAB or CMB under PCC, Inches	Minimum Sidewalk Thickness, Inches	Sidewalk Reinforcement	Thickened Edge, Inches	Thickened Edge Reinforcement	Doweling Into Adjacent Curbs & Flatwork	Weakened Plane Joint Spacing, feet
0 - 20	Very Low	N/A	N/A	None	4"	None	N/A	N/A	None	8'
21 - 50	Low	2%	12"	None	4"	#3 Bars @ 24" both ways	10"	1- #3 Bar Longitudinal	7" long #3 Bar @ 24"	8'
51 - 90	Medium	3%	12"	2"	5"	#3 Bars @ 24" both ways	10"	1- #3 Bar Longitudinal	7" long #3 Bar @ 24"	8'
91 - 130	High	5%	12"	2"	5"	#3 Bars @ 24" both ways	12"	1- #3 Bar Longitudinal	7" long #3 Bar @ 24"	5'
>130	Very High	5%	18"	2"	5"	#3 Bars @ 24" both ways	12"	1- #3 Bar Longitudinal	7" long #3 Bar @ 24"	5'



NOTE:

ALL SIDEWALK
CROSS-SLOPES SHALL
BE 2% MAX, 1% MIN.

B
TYPE 3



C
TYPE 4

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

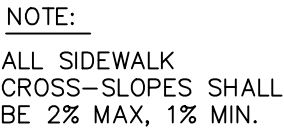
Revision: August 2018

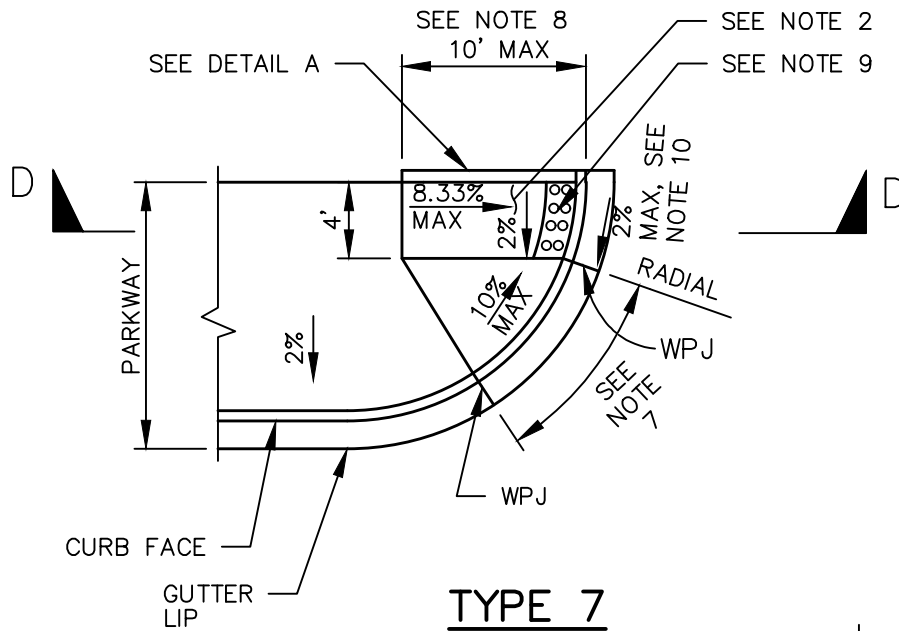
STD. PLAN

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SHT. 2 OF 10

CURB RAMP

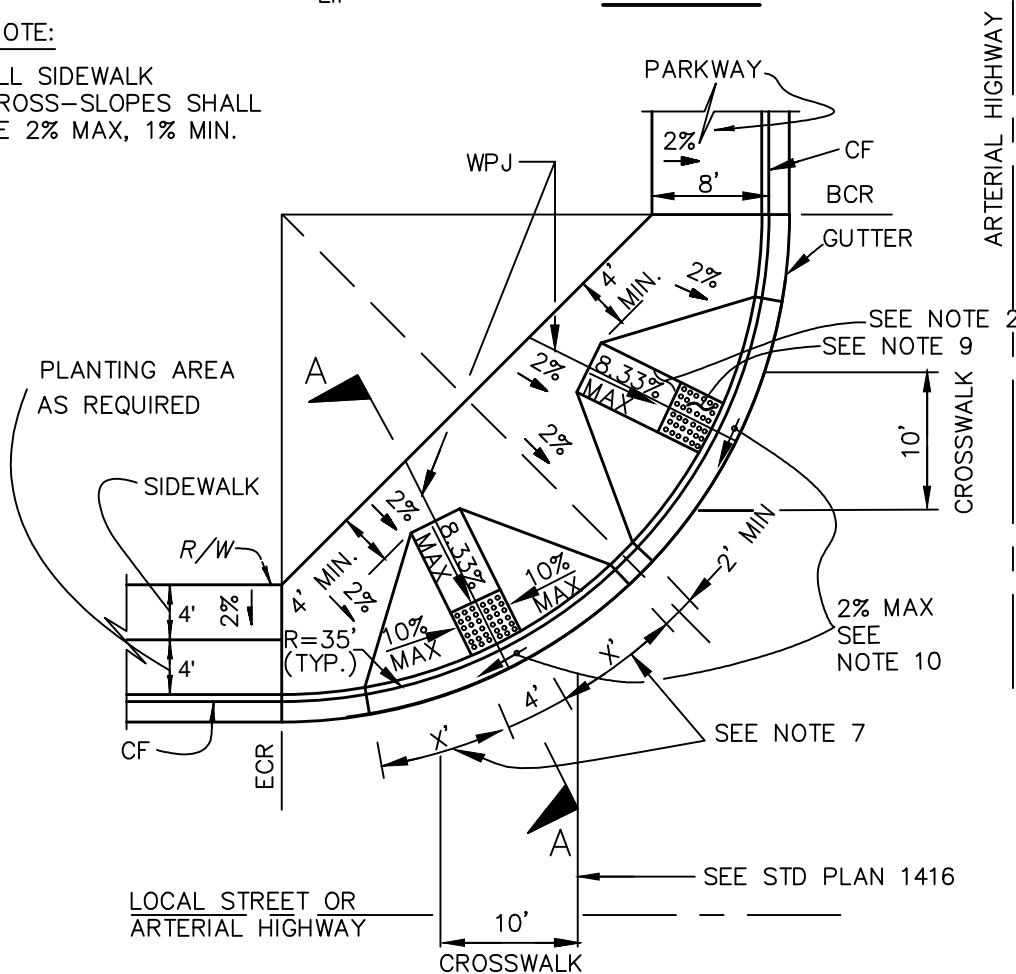




TYPE 7

NOTE:

ALL SIDEWALK CROSS-SLOPES SHALL BE 2% MAX, 1% MIN.



TYPE 8

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Khalid Bazmi, County Engineer

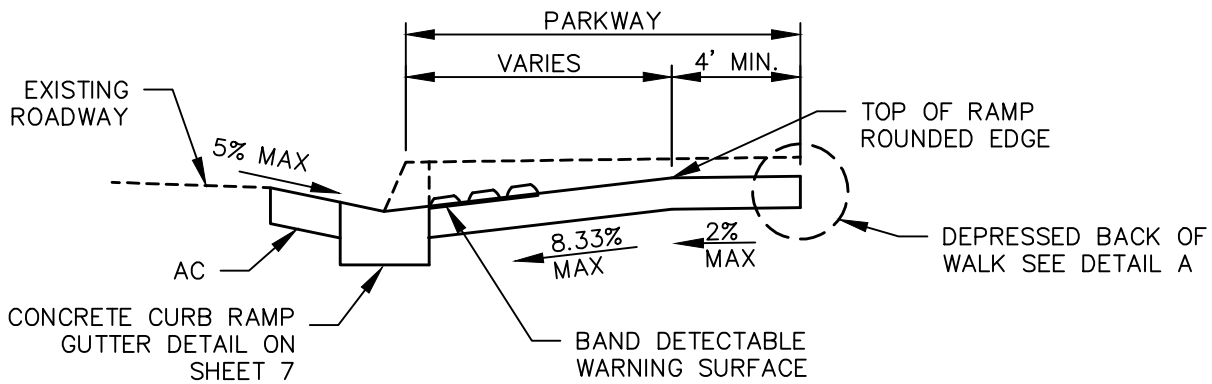
Revision: August 2018

CURB RAMP

STD. PLAN

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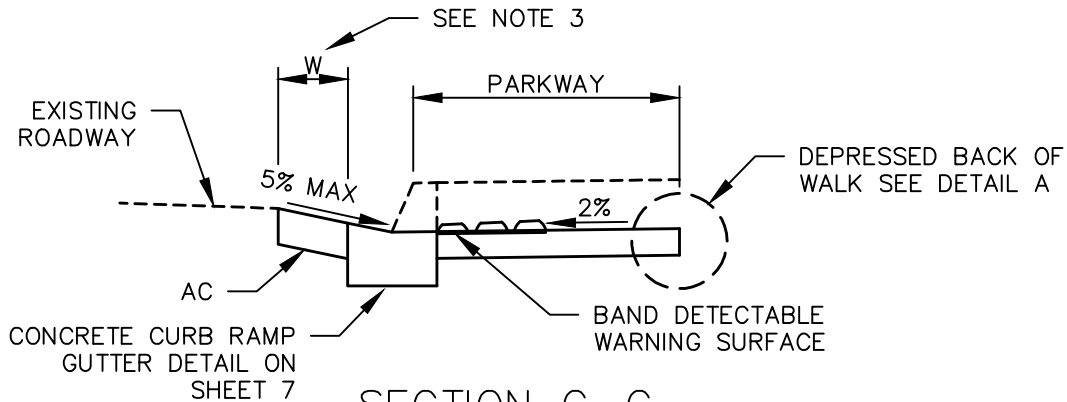


SECTION B-B

SEE CURB RAMP TYPE 2 ON SHEET 1,
TYPE 3 ON SHEET 2, AND TYPE 5 ON
SHEET 3

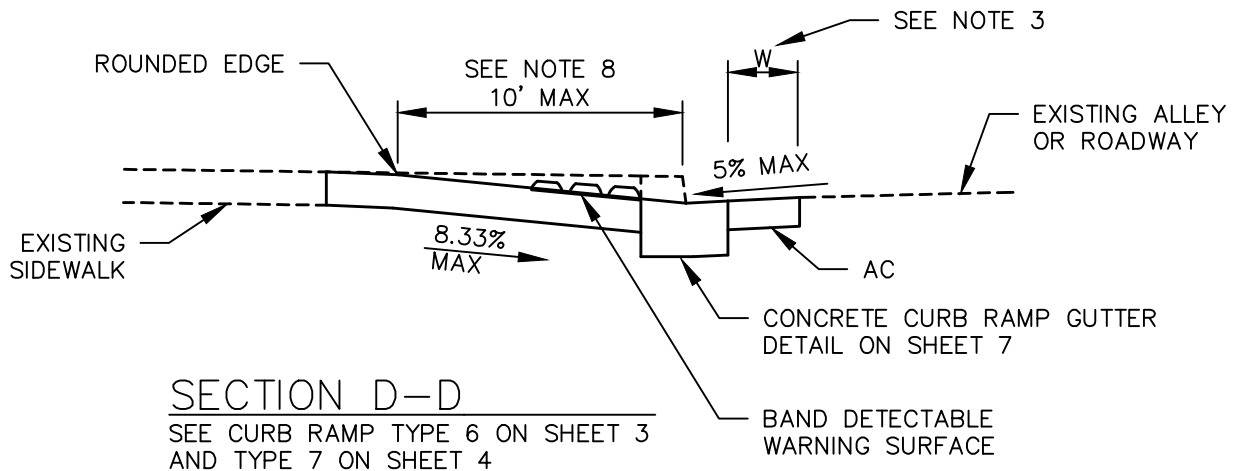
NOTE:

ALL SIDEWALK
CROSS-SLOPES SHALL
BE 2% MAX, 1% MIN.



SECTION C-C

SEE CURB RAMP TYPE 4 ON SHEET 2,
AND TYPE 9 ON SHEET 5



SECTION D-D

SEE CURB RAMP TYPE 6 ON SHEET 3
AND TYPE 7 ON SHEET 4

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

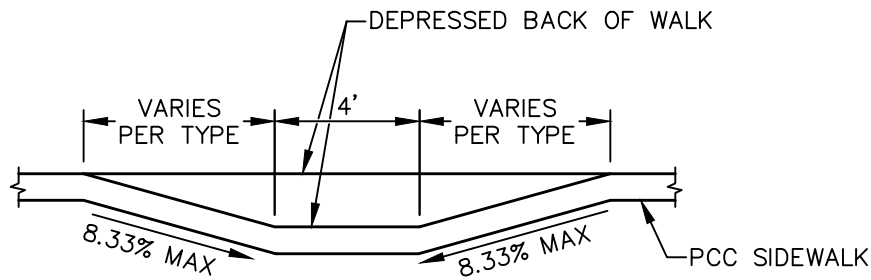
Revision: August 2018

STD. PLAN

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SHT. 6 OF 10

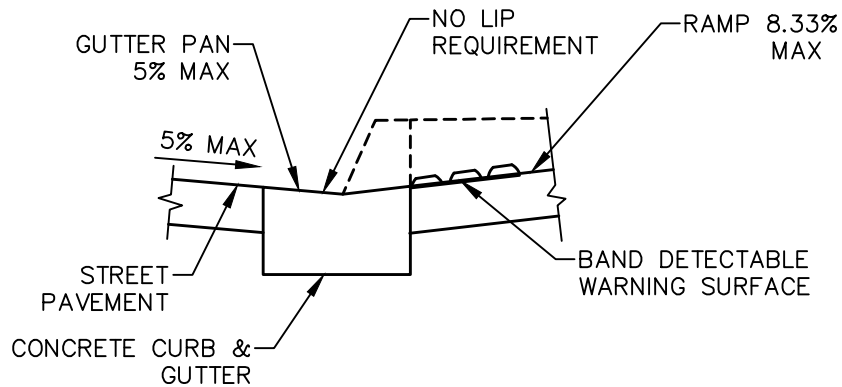
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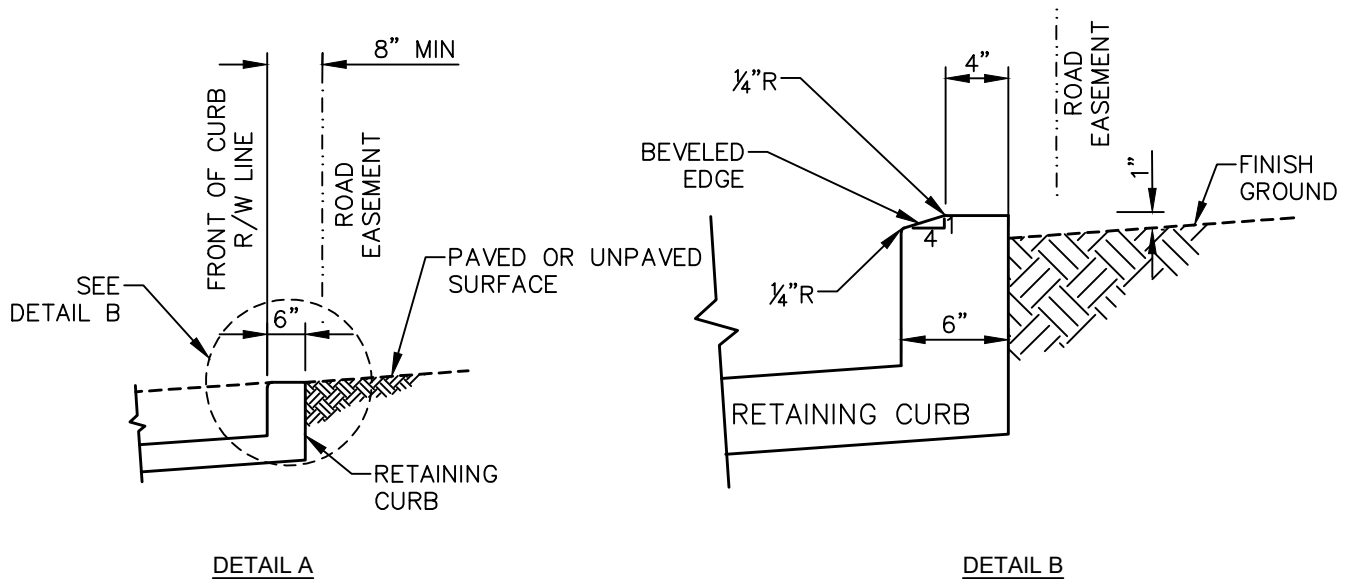
NOTE:

ALL SIDEWALK
CROSS-SLOPES SHALL
BE 2% MAX, 1% MIN.

SECTION R-R



CURB RAMP GUTTER DETAIL



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Khalid Bazmi, County Engineer

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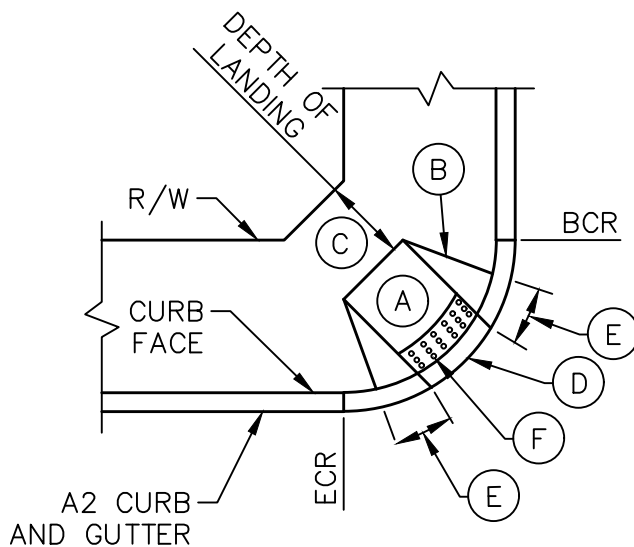
1115

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CURB RAMP

GENERAL NOTES :

1. $X=8'$ MINIMUM ON CURB WITH 8 INCH CURB FACE HEIGHT.
 $X=6'$ MINIMUM ON CURB WITH 6 INCH CURB FACE HEIGHT.
2. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE.
3. $W=3.5$ FEET TO RETROFIT EXISTING STREET PAVEMENT. NEW CONSTRUCTION SHALL MAINTAIN THE STANDARD STREET CROSSFALL.
4. A 10-FOOT MAXIMUM GUTTER PAN TRANSITION IS REQUIRED BETWEEN THE A2 GUTTER PER STD PLAN 120-2-OC (8.33% MAX) AND THE CURB RAMP GUTTER (5% MAX), AS SHOWN ON PAGE 7, CURB RAMP GUTTER DETAIL). LENGTH OF GUTTER PAN TRANSITION SHALL EQUAL DIMENSION 'X'.



- (A) CURB RAMP
- (B) FLARED SIDE SLOPES
- (C) LANDING AREA
- (D) CURB RAMP GUTTER LIP
- (E) GUTTER PAN TRANSITION
- (F) DETECTABLE WARNING SURFACE

5. FOR CONSTRUCTION OF CURB RAMP ON AN EXISTING WALKWAY AREA WHERE SPACE LIMITATION PROHIBITS THE USE OF 8.33% SLOPE, A STEEPER SLOPE MAY BE ALLOWED PENDING REQUIREMENTS OUTLINED IN GENERAL NOTE #10 OF THIS STANDARD PLAN.
6. CURB RAMP TYPES 3, 4, 5, 6, AND 7 SHALL NOT BE USED AT LOCATIONS WHERE MARKED CROSSWALK EXISTS IN BOTH DIRECTIONS.
7. FOR EXISTING WALKWAYS, IF DEPTH OF LANDING IS LESS THAN 4 FEET, THE FLARED SIDE SLOPES SHALL NOT EXCEED 8.33%.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

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CURB RAMP

STD. PLAN

1115

SHT. 8 OF 10

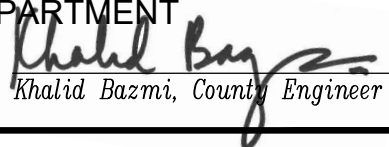
8. AT HILLSIDE DEVELOPMENTS, STREET GRADES CAN EXCEED THE STANDARD 6% FOR ARTERIAL HIGHWAYS AND 10% FOR LOCAL AND COLLECTOR STREETS. WHERE SITE CONDITIONS MAKE IT TECHNICALLY INFEASIBLE OR STRUCTURALLY IMPRACTICABLE TO FULLY COMPLY WITH ADA STANDARDS, ACCESSIBILITY SHALL BE PROVIDED TO THE MAXIMUM EXTENT FEASIBLE OR TO THE EXTENT THAT IS NOT STRUCTURALLY IMPRACTICABLE. [ADAAG 4.1.6(1)(J) & 4.1.1(5)(a)]
DEVIATIONS MAY BE CONSIDERED PENDING REQUIREMENTS OUTLINED IN GENERAL NOTE #10 OF THIS STANDARD PLAN.
9. CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3 FEET DEPTH OF THE CURB RAMP. THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE STREET SHALL BE BETWEEN 6 INCHES AND 8 INCHES FROM THE GUTTER FLOW LINE. CURB RAMP DETECTABLE WARNING SURFACE SHALL CONSIST OF A PREFABRICATED SURFACE APPLIED TACTILE MAT INCORPORATING TRUNCATED DOMES. THE TACTILE MAT SHALL MEET THE FOLLOWING STANDARDS:

PROPERTY	ASTM TEST METHOD	NOMINAL VALUE
SALT SPRAY (200 HOURS)	B117	NO CHANGE
SLIP RESISTANCE	C1028	COEFFICIENT OF FRICTION: 0.80 (WET OR DRY)
WEAR RESISTANCE	C501	500 MIN.
WATER ABSORPTION	D570	0.35% MAX.
TENSILE STRENGTH	D638	10,000 PSI MIN.
COMPRESSIVE STRENGTH	D695	20,000 PSI MIN.
FLEXURAL STRENGTH	D790	25,000 PSI MIN.
FLAME SPREAD	E84	FSI: 25 MAX.
ACCELERATED WEATHERING (2,000 HOURS)	G155	DELTA E: 5.0 MAX.
CHEMICAL RESISTANCE	D543 OR D1308	NO-REACTION OR NO-STAIN DETERIORATION

PREFABRICATED WARNING SURFACES SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS ESTABLISHED BY THE DEPARTMENT OF GENERAL SERVICES, DIVISION OF STATE ARCHITECTURE AND BE ATTACHED IN CONFORMANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, BUT IN NO CASE SHALL THE CONCRETE CURE PERIOD FOR RAMPS BE LESS THAN FOURTEEN (14) DAYS. INSTALLATION SHALL BE ACCOMPANIED WITH A WRITTEN 5-YEAR WARRANTY FROM THE MANUFACTURER, GUARANTEEING REPLACEMENT WHEN THERE IS DEFECT IN THE DOME SHAPE, COLOR FASTNESS, SOUND-ON-CANE ACOUSTIC QUALITY, RESILIENCE OR ATTACHMENT.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved


Khalid Bazmi, County Engineer

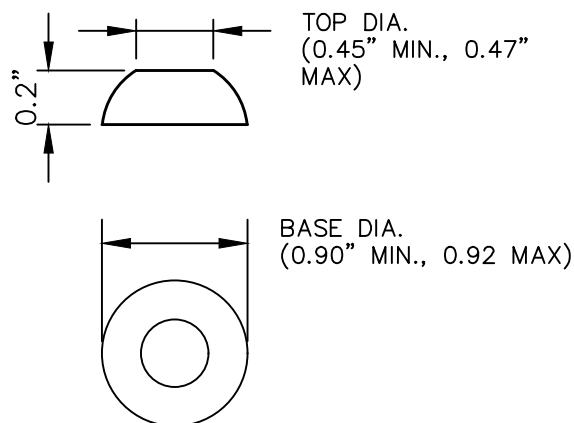
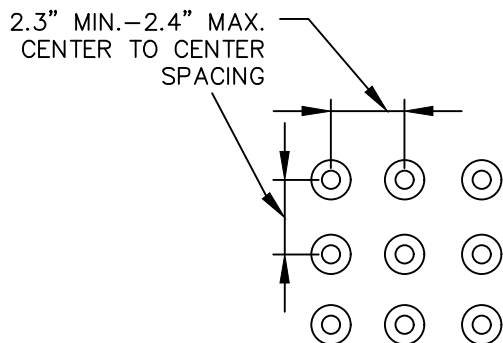
Revision: August 2018

CURB RAMP

STD. PLAN

1115

SHT. 9 OF 10



RAISED TRUNCATED DOME IN PATTERN (IN-LINE)

RAISED TRUNCATED DOME

NOTE:

THE COLOR OF THE DETECTABLE WARNING SURFACE SHALL BE YELLOW CONFORMING TO FEDERAL STANDARD 595 B, COLOR NO. 33538, OR AS APPROVED BY COUNTY, IN COMPLIANCE WITH THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.

10. ANY DEVIATIONS FROM THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN MUST COMPLY WITH THE THE FOLLOWING REQUIREMENTS:
- (A) THE CURB RAMP DESIGN HAS BEEN PREPARED BY A CIVIL ENGINEER LICENSED IN THE STATE OF CALIFORNIA.
 - (B) THE CURB RAMP DESIGN HAS BEEN REVIEWED BY A CERTIFIED ACCESS SPECIALIST (CASp) AND DETERMINED THAT THE PROPOSED MODIFICATIONS MEET THE INTENT OF THE ACCESSIBILITY STANDARDS.
 - (C) THE ENGINEER OF RECORD COMPLETES AND SUBMITS A "DESIGN MEMORANDUM" TO THE COUNTY.
 - (D) THE DESIGN HAS BEEN APPROVED BY THE COUNTY BUILDING OFFICIAL FOR IMPROVEMENTS ON PRIVATE RIGHT-OF-WAY, OR THE COUNTY ENGINEER (OR DESIGNEE) WITHIN PUBLIC RIGHT-OF-WAY.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

Revision: August 2018

CURB RAMP

STD. PLAN

1115

SHT. 10 OF 10

Appendix C – Project Plans

CITY OF LAGUNA HILLS
CURB RAMP IMPROVEMENT PROJECT
CIP 170



GENERAL NOTES

- 1. ALL WORK, MATERIALS AND EQUIPMENT SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS, ORANGE COUNTY PUBLIC WORKS STANDARD PLANS AND SPECIFICATIONS, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
- 2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY INSPECTOR AT (949) 707-2651 48 HOURS PRIOR TO STARTING EACH PHASE OF CONSTRUCTION AND 24 HOURS PRIOR TO REQUIRING AN INSPECTION.
- 3. TRAFFIC CONTROL SAFETY DEVICES SHALL BE PROVIDED AND SHALL BE MAINTAINED PER THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND TO THE SATISFACTION OF THE ENGINEER'S REPRESENTATIVE.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF UTILITIES. ANY DAMAGE TO SUCH FACILITIES CAUSED BY HIS WORK SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
- 5. CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, CLEAN, DUST FREE AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE CITY ENGINEER. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. THERE SHALL BE NO STOCKPILING OF MATERIALS WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT THE PERMISSION OF THE CITY'S INSPECTOR.
- 6. BY ACCEPTING THIS CONTRACT, CONTRACTOR HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, HOLD HARMLESS THE OWNER, ENGINEER THEIR PARENT AND SUBSIDIARY COMPANIES, AGENTS, EMPLOYEES, CONSULTANTS AND REPRESENTATIVES FOR ANY AND ALL DAMAGE TO PERSONS OR PROPERTY OR WRONGFUL DEATH REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF OWNER, ENGINEER, THEIR PARENT AND SUBSIDIARY COMPANIES, AS WELL AS THEIR AGENTS AND EMPLOYEES, EXCEPTING ONLY THE SOLE NEGLIGENCE OF OWNER,ENGINEER THEIR PARENT OR SUBSIDIARY COMPANIES AND THEIR AGENTS AND EMPLOYEES TO THE FULLEST EXTENT PERMITTED BY LAW. SUCH INDEMNIFICATION SHALL EXTEND TO ALL CLAIMS, DEMANDS, ACTIONS, OR LIABILITY FOR INJURIES, DEATH OR DAMAGES OCCURRING AFTER COMPLETION OF THE PROJECT, AS WELL AS DURING THE WORK'S PROGRESS. CONTRACTOR FURTHER AGREES THAT IT SHALL ACCOMPLISH THE ABOVE AT ITS OWN COST, EXPENSE AND RISK EXCLUSIVE OF AND REGARDLESS OF ANY APPLICABLE INSURANCE COMPANY REGARDING COVERAGE.
- 7. THIS PLAN DOES NOT SHOW ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL DETERMINE THE LOCATIONS OF ALL UNDERGROUND AND OVERHEAD UTILITIES AND PROTECT SAME DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO SAID UTILITIES.
- 8. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT TO BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
- 9. THE LOCATION OF THE RIGHT OF WAY LIMITS AND CURB AND GUTTER SHOWN ON THESE PLANS WERE PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS. NO CERTIFICATION IS MADE AS TO THE ACCURACY OF THE LIMITS AS SHOWN.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS AND, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

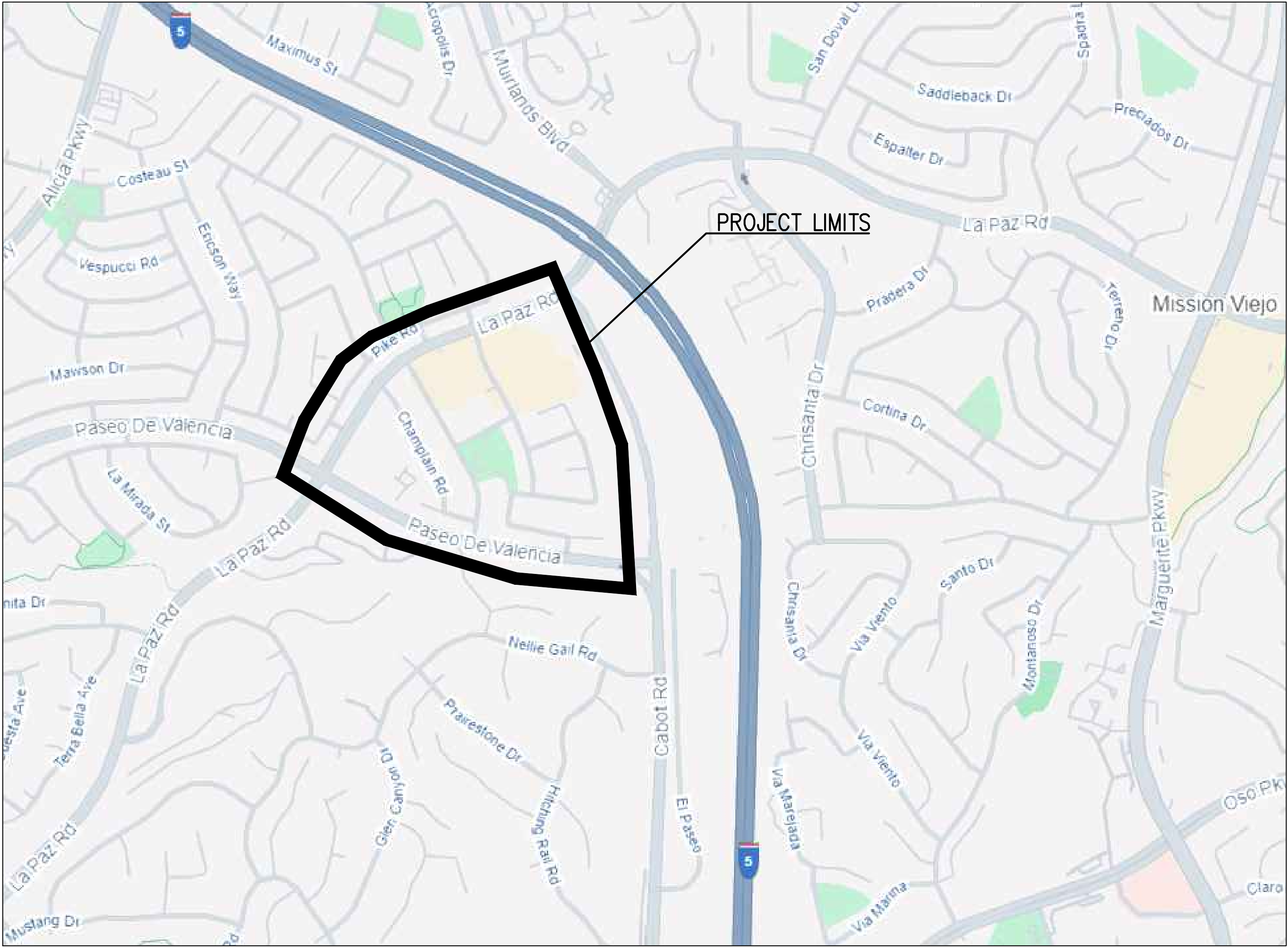
NOTICE TO CONTRACTOR

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX MAP
3 - 9	CURB RAMP DETAILS



VICINITY MAP

NTS

CONSTRUCTION NOTES:

- ① PROTECT IN PLACE.
- ② REMOVE & REPLACE CURB RAMP PER OCPW STD. PLAN 1115, CASE AS NOTED, WITH YELLOW TILE TRUNCATED DOMES.
- ③ REMOVE EXISTING BLUE TRUNCATED DOMES (SAWCUT WITH NO OVER CUTS), AND INSTALL NEW YELLOW TILE TRUNCATED DOMES, PER OCPW STD. PLAN 1115.
- ④ ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE.

ADA CURB RAMP GENERAL NOTES:

- 1. PRIOR TO DEMOLITION OF CURB AND GUTTER, SIDEWALK, AND PORTION OF CROSS GUTTER THE SURVEYOR SHALL PROVIDE STAKES AND ELEVATIONS FOR THE EXISTING TOP OF CURB, FLOWLINE AND SIDEWALK BETWEEN BCR AND ECR AND PROVIDE THE CITY WITH CUT SHEET TO BE USED FOR CONSTRUCTION AFTER DEMOLITION.
- 2. IF EXISTING SURVEY MONUMENTS ARE DISTURBED, CONTRACTOR SHALL NOTE AND PROVIDE NEW CENTERLINE TIES AT APPLICABLE INTERSECTIONS PER STATE LAW. INCLUDING BUT NOT LIMITED TO RESTORING CENTERLINE MONUMENTS.
- 3. FOR STEEP STREETS TO MAINTAIN 7.5% RAMP WOULD REQUIRE A SUBSTANTIAL WALKWAY TRANSITION LENGTH. Z (MAX) IS LIMITED TO 10 FEET. MODIFICATION PER RAMP TO ADA REQUIREMENT IS ALLOWED PER SUBPART A, SECTION 36.302(A) OF THE "ADA" AND SECTION 4451(F) OF THE CALIFORNIA GOVERNMENT CODE.
- 4. CONTRACTOR SHALL COORDINATE ALL UTILITY ADJUSTMENTS / RELOCATIONS WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO REMOVING THE EXISTING RAMPS.
- 5. THE PROPOSED LAYOUT FOR THE ADA RAMPS ARE APPROXIMATE. CONTRACTOR IN ACCORDANCE WITH STANDARD PLAN CASES SHALL VERIFY EACH LOCATION AND CONFIRM DIMENSIONS, GRADES, TIE INS, LIMITS, AND ALL OTHER REQUIREMENTS TO CONSTRUCT THE NEW ADA RAMPS IN ACCORDANCE WITH STANDARDS AND/OR AS DIRECTED BY THE ENGINEER.
- 6. WHEN SAW-CUTTING TO REMOVE THE EXISTING RAMPS, THE CONTRACTOR MUST ENSURE THAT THE ADJACENT PCC IS NOT DAMAGED. OVER-CUTS ARE STRICTLY PROHIBITED.
- 7. ALL EXISTING TRAFFIC SIGNAL LOOPS TO BE PROTECTED IN PLACE. THE CONTRACTOR WILL NOTIFY THE CITY SEVEN DAYS IN ADVANCE IF DISTURBANCE OF ANY TRAFFIC SIGNAL LOOPS IS UNAVOIDABLE. THE CITY WILL MAKE ARRANGEMENTS TO HAVE THE LOOPS REPLACED BY OTHERS. IF THE CONTRACTOR DAMAGES ANY OF THE TRAFFIC LOOPS, THE CONTRACTOR MUST NOTIFY THE CITY IMMEDIATELY.



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DATE: 8/28/2025
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DATE: 8/28/2025
REVISION #:

DATE:
JOB NO: SP9122S

APPROVED BY:
RAUL RODRIGUEZ, PE 09/11/2025

RECOMMENDED FOR APPROVAL BY:

DATE



& ASSOCIATES

Since 1964

PREPARED UNDER THE SUPERVISION OF:

DENNIS POSTLER R.C.E. C46106

701 North Parkcenter Drive
Santa Ana, CA 92705

p: 714.560.8200
www.tait.com

ENGINEERING ENVIRONMENTAL BUILDING LAND
Orange County Sacramento Denver Dallas
San Luis Obispo Riverside Boise Atlanta

09/03/2025
DATE

CITY OF LAGUNA HILLS
TITLE SHEET
CURB RAMP IMPROVEMENT PROJECT
CIP 170

SHEET NO.
1
OF
9



INDEX MAP
SCALE: 1"=150'



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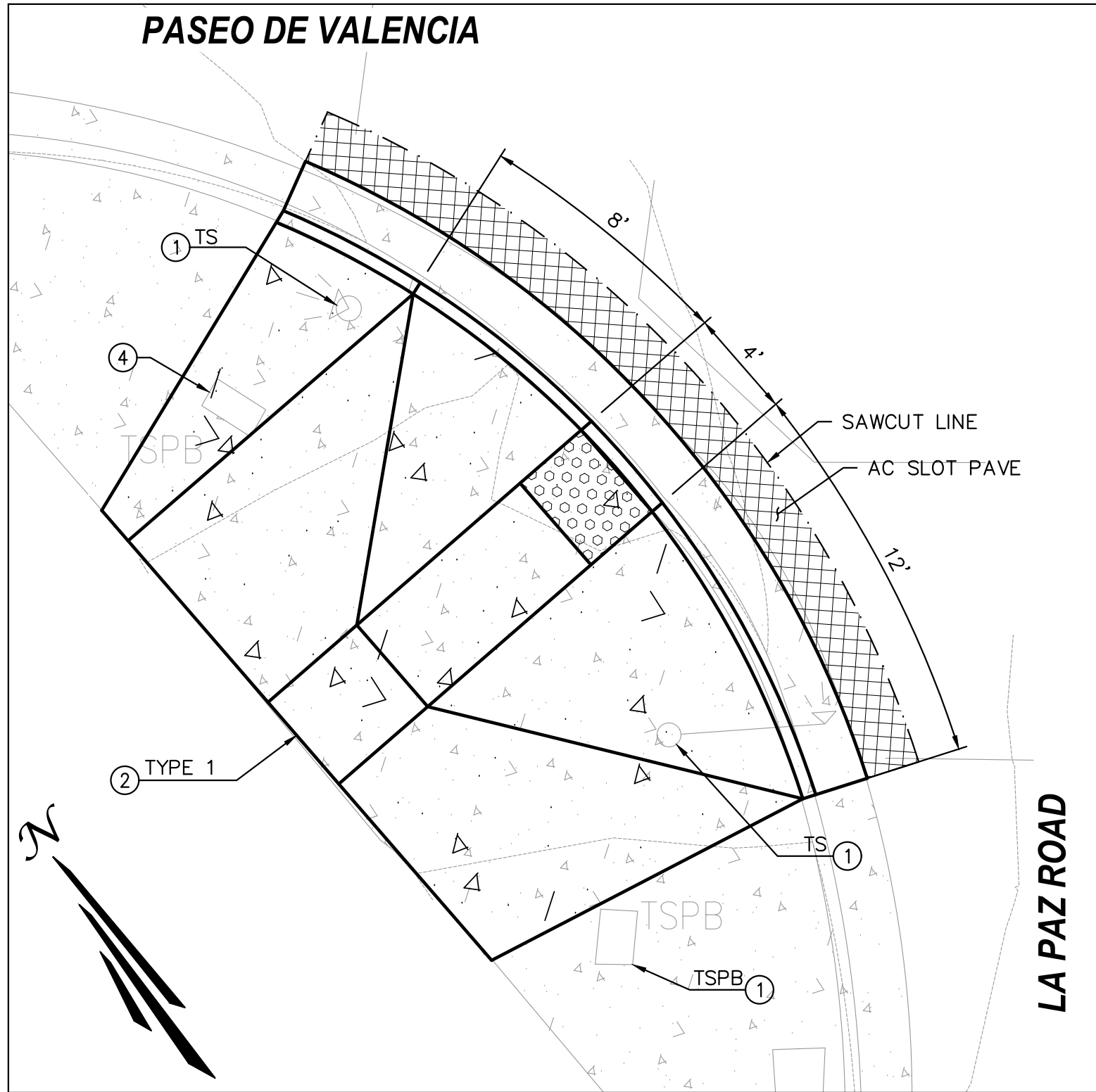
APPROVED BY:	09/11/2025
RAUL RODRIGUEZ, PE	
RECOMMENDED FOR APPROVAL BY:	
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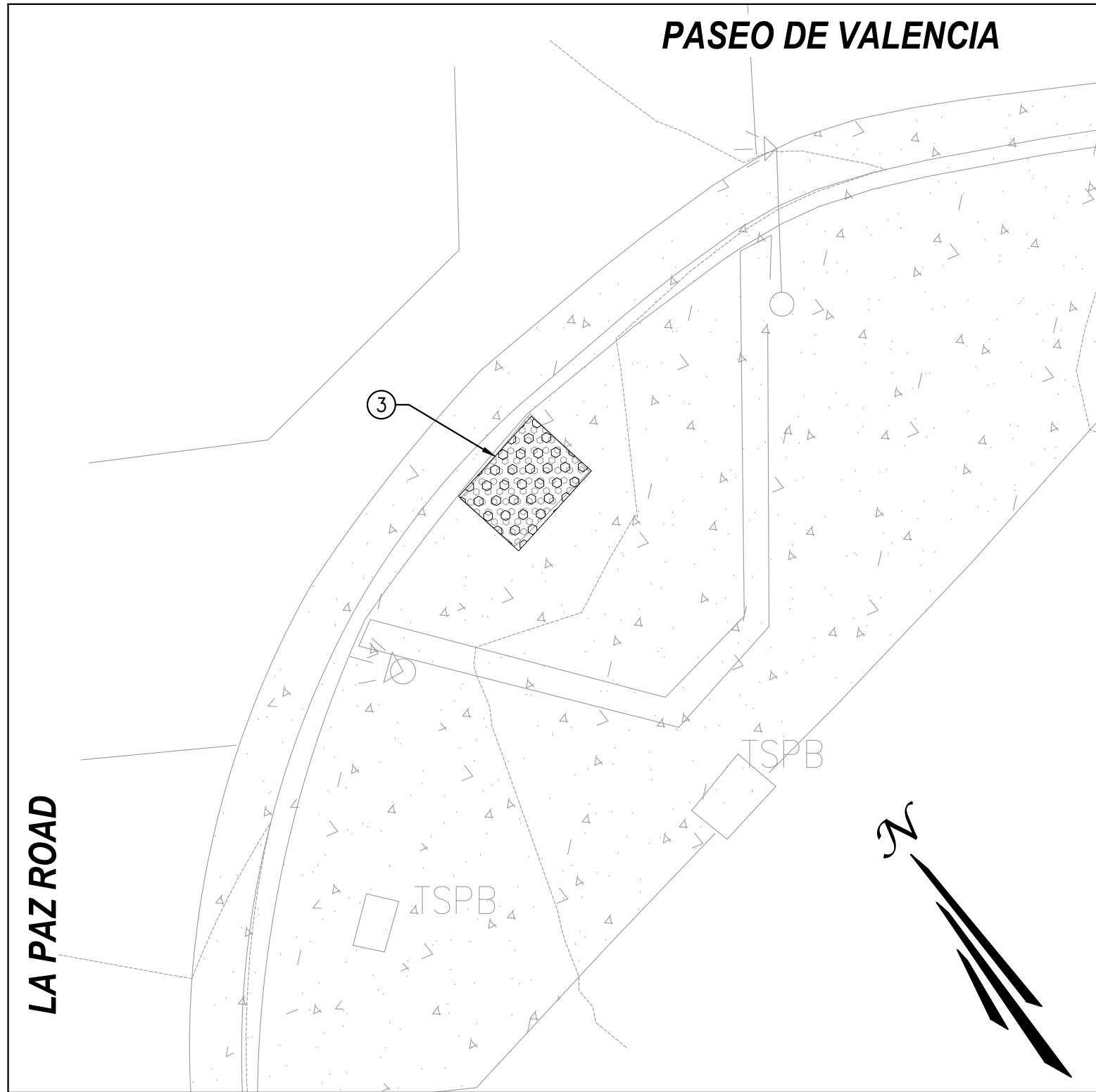
CITY OF LAGUNA HILLS
INDEX MAP
CURB RAMP IMPROVEMENT PROJECT
CIP 170

SHEET NO.
2
OF
9



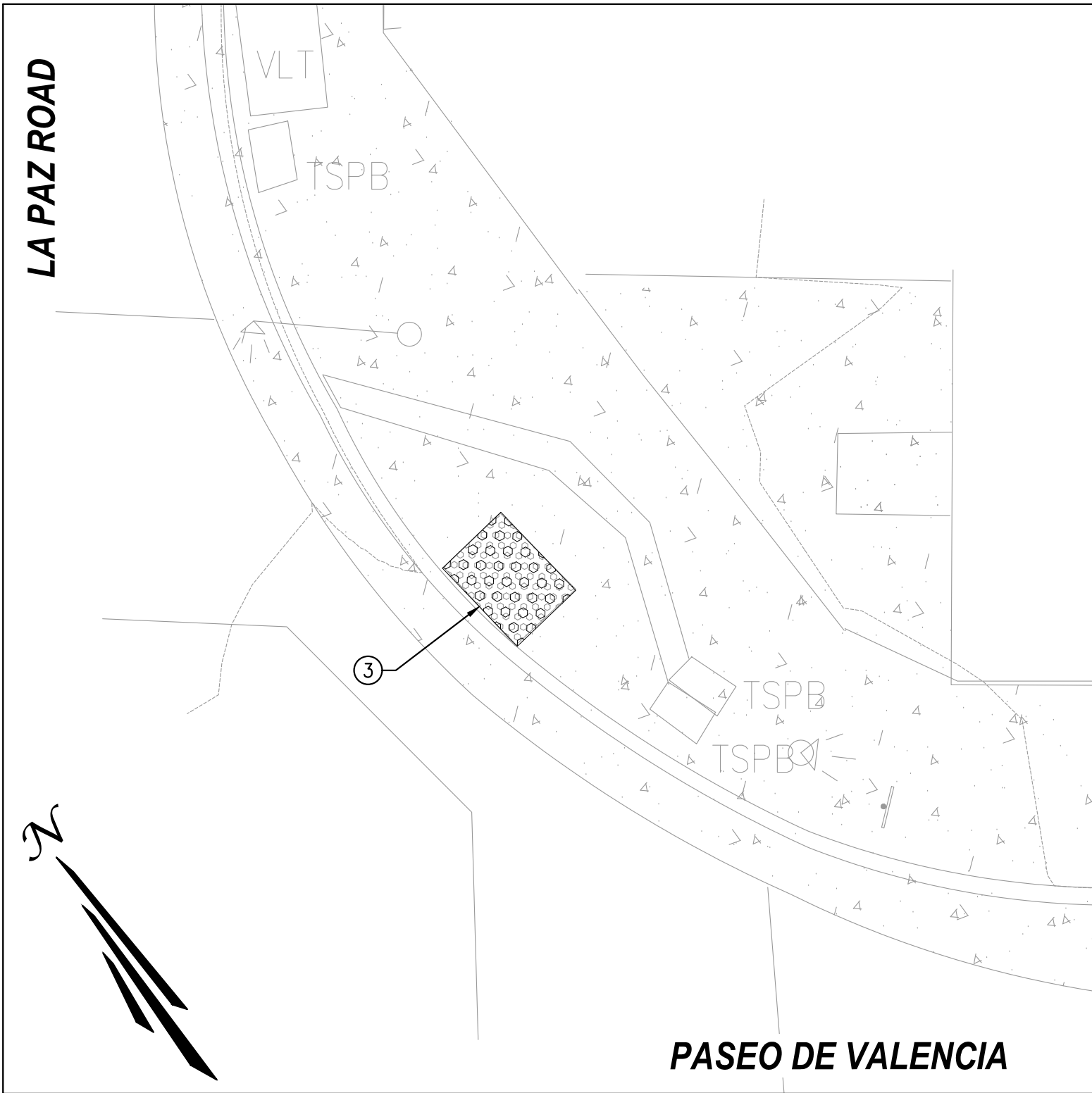
PASEO DE VALENCIA & LA PAZ ROAD WEST CORNER

CURB RAMP DETAIL #1
OCPW STD. PLAN 1115. TYPE 1.
1" = 5'



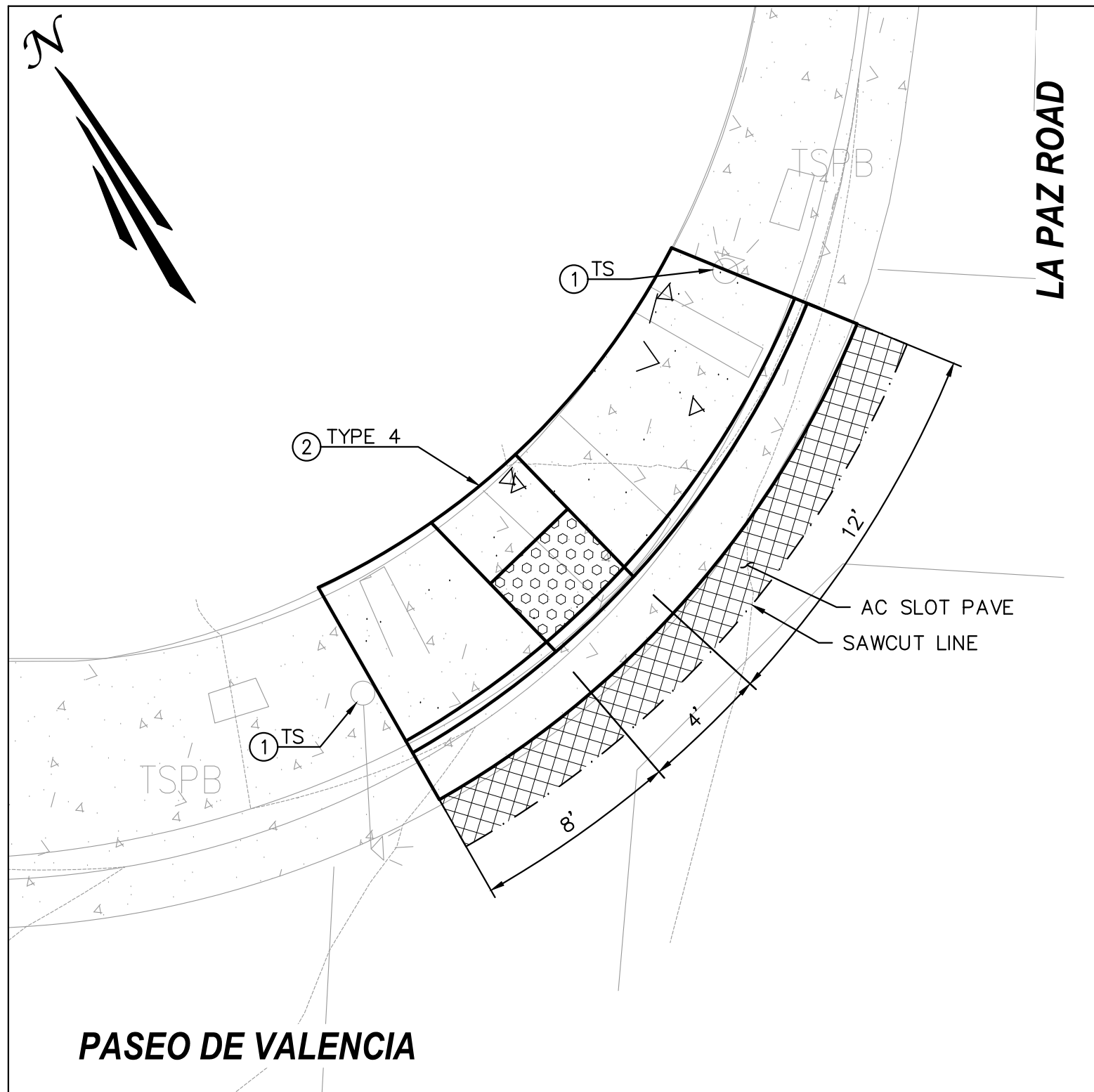
PASEO DE VALENCIA & LA PAZ ROAD SOUTH CORNER

CURB RAMP DETAIL #2
REMOVE AND REPLACE TRUNCATED DOMES
1" = 5'



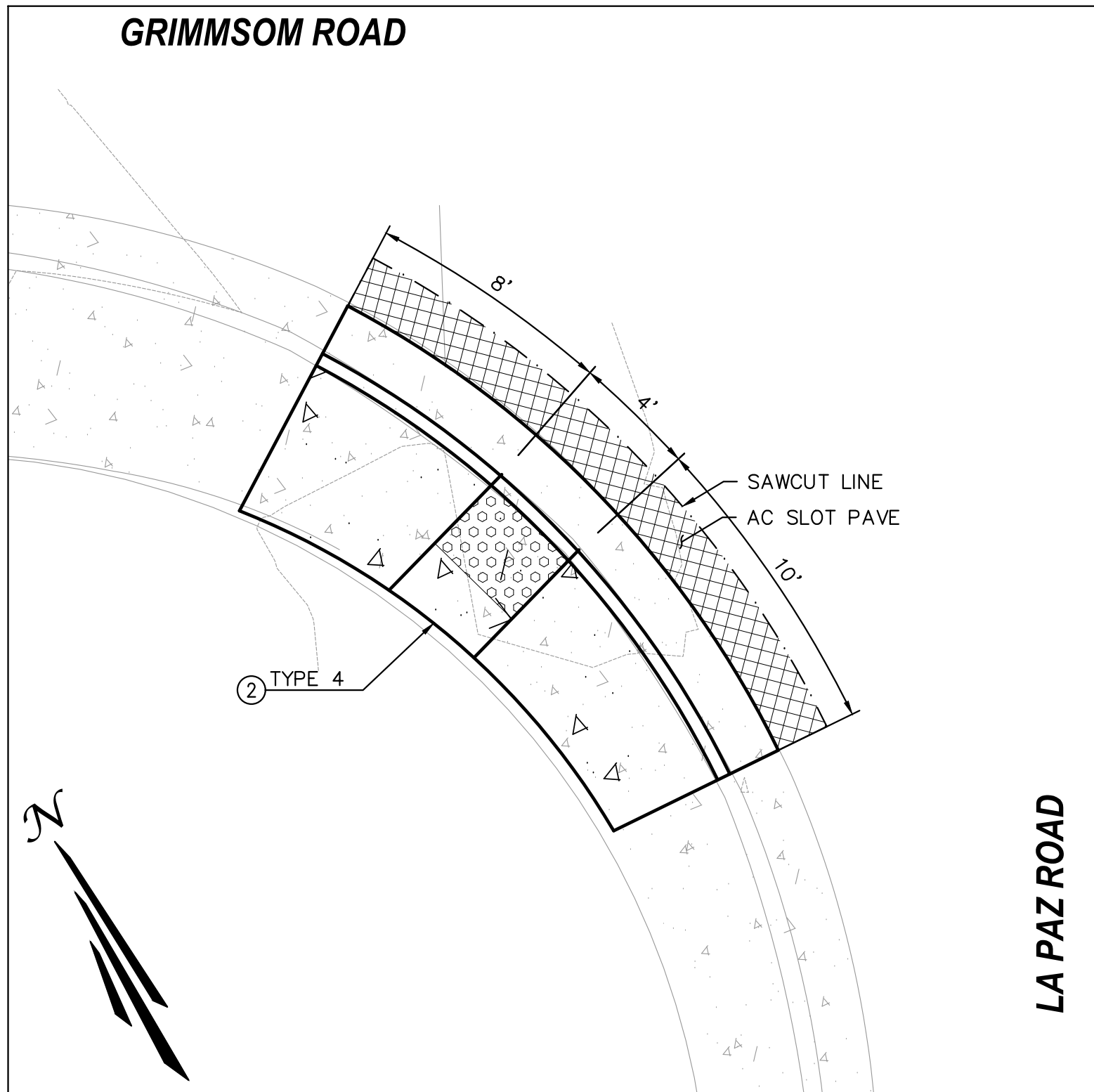
PASEO DE VALENCIA & LA PAZ ROAD EAST CORNER

CURB RAMP DETAIL #3
REMOVE AND REPLACE TRUNCATED DOMES
1" = 5'



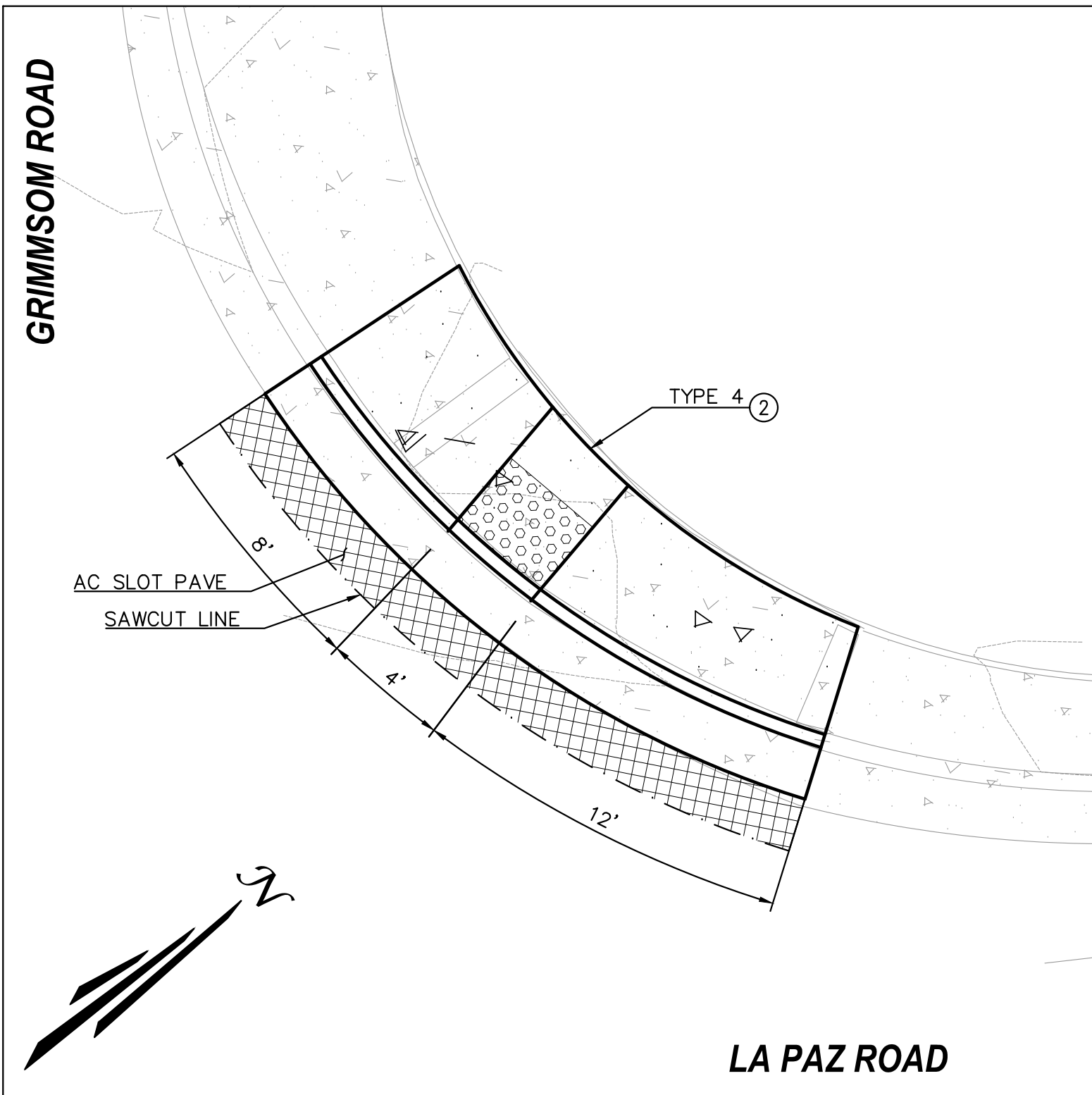
PASEO DE VALENCIA & LA PAZ ROAD NORTH CORNER

CURB RAMP DETAIL #4
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'



LA PAZ ROAD & GRISSOM ROAD WEST CORNER

CURB RAMP DETAIL #5
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'



LA PAZ ROAD & GRISSOM ROAD NORTH CORNER

CURB RAMP DETAIL #6
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'

CONSTRUCTION NOTES:

1. PROTECT IN PLACE.
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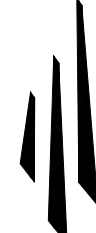
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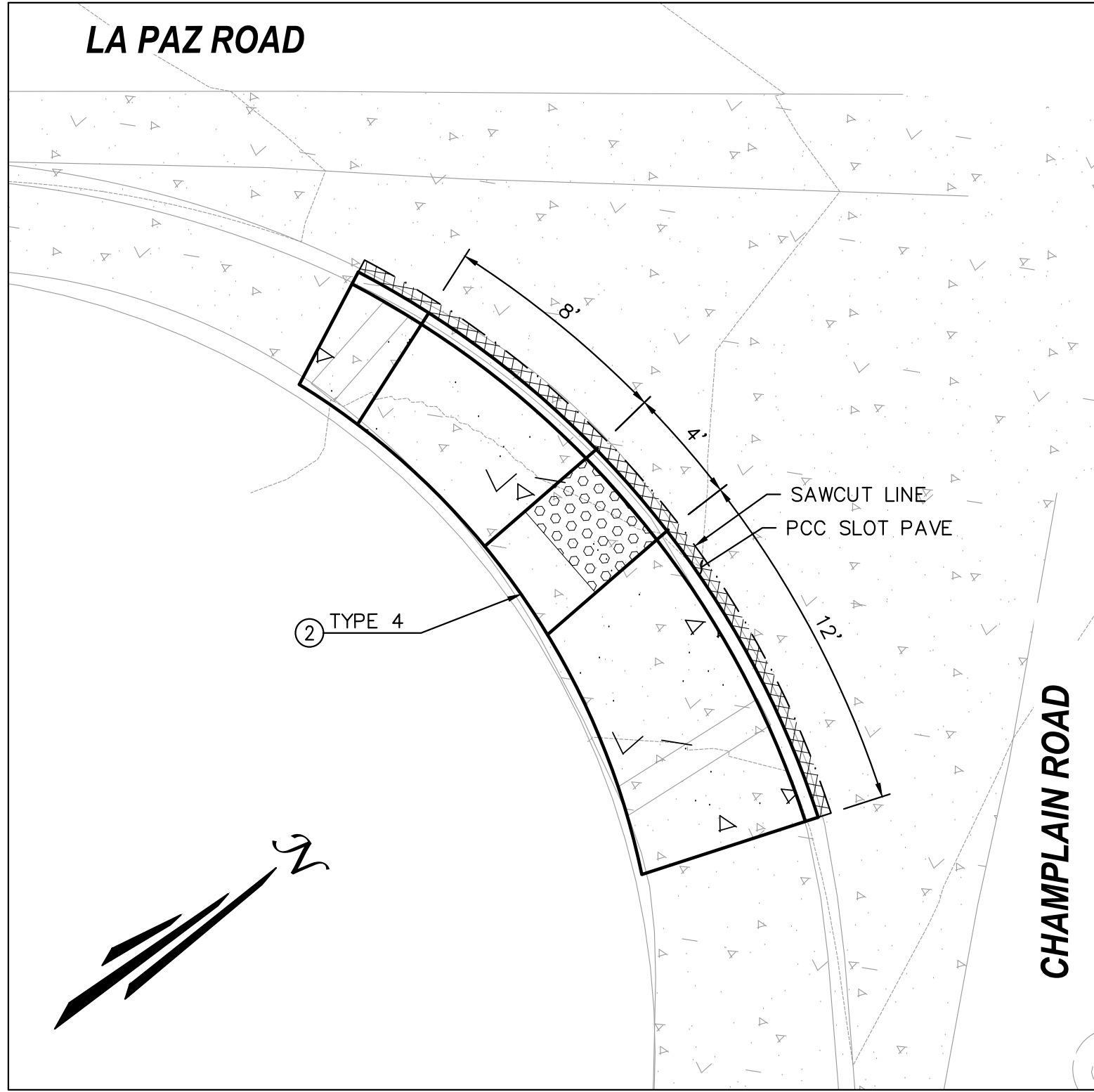
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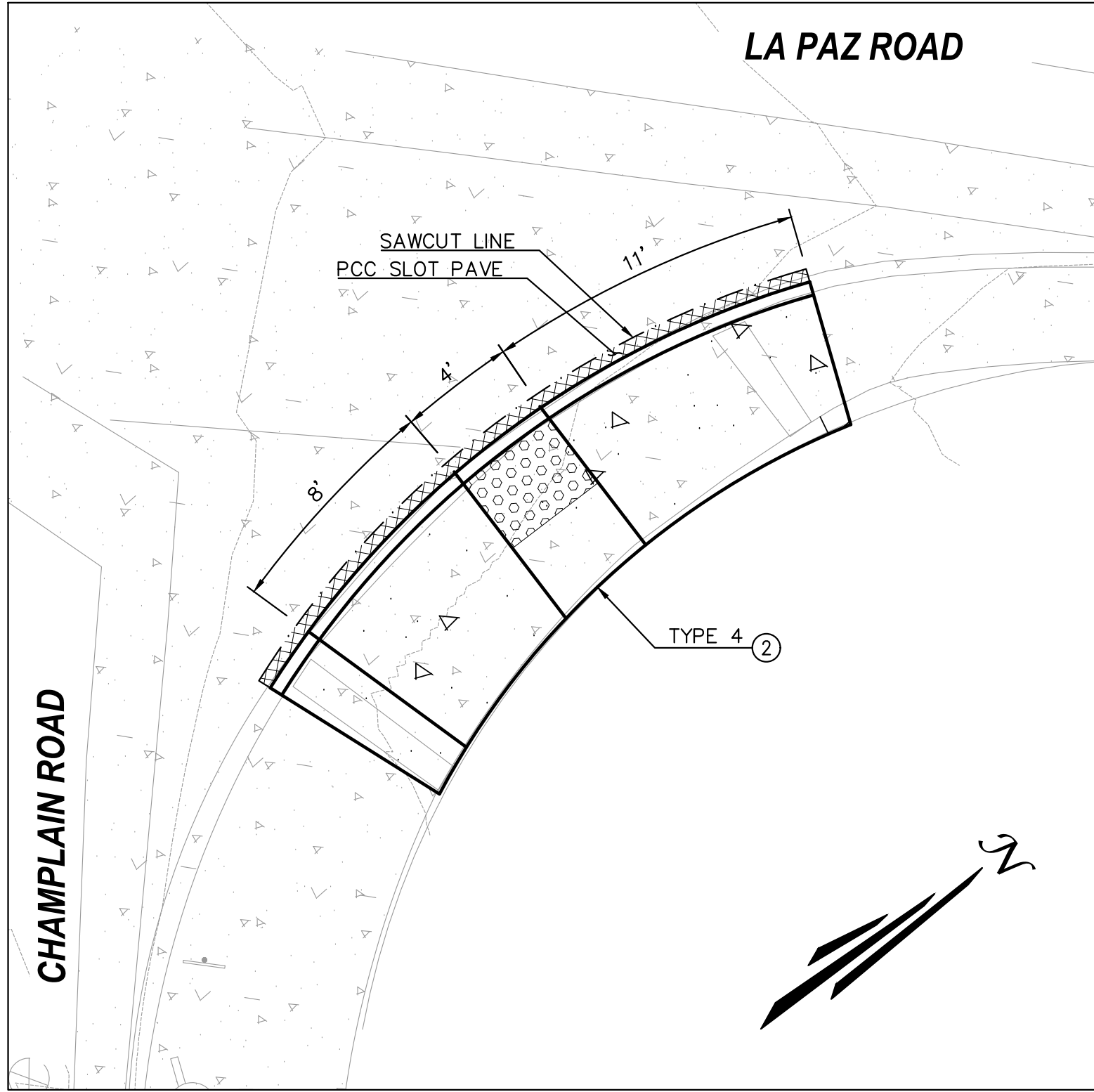
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RAMP DETAILS
CURB RAMP IMPROVEMENT PROJECT
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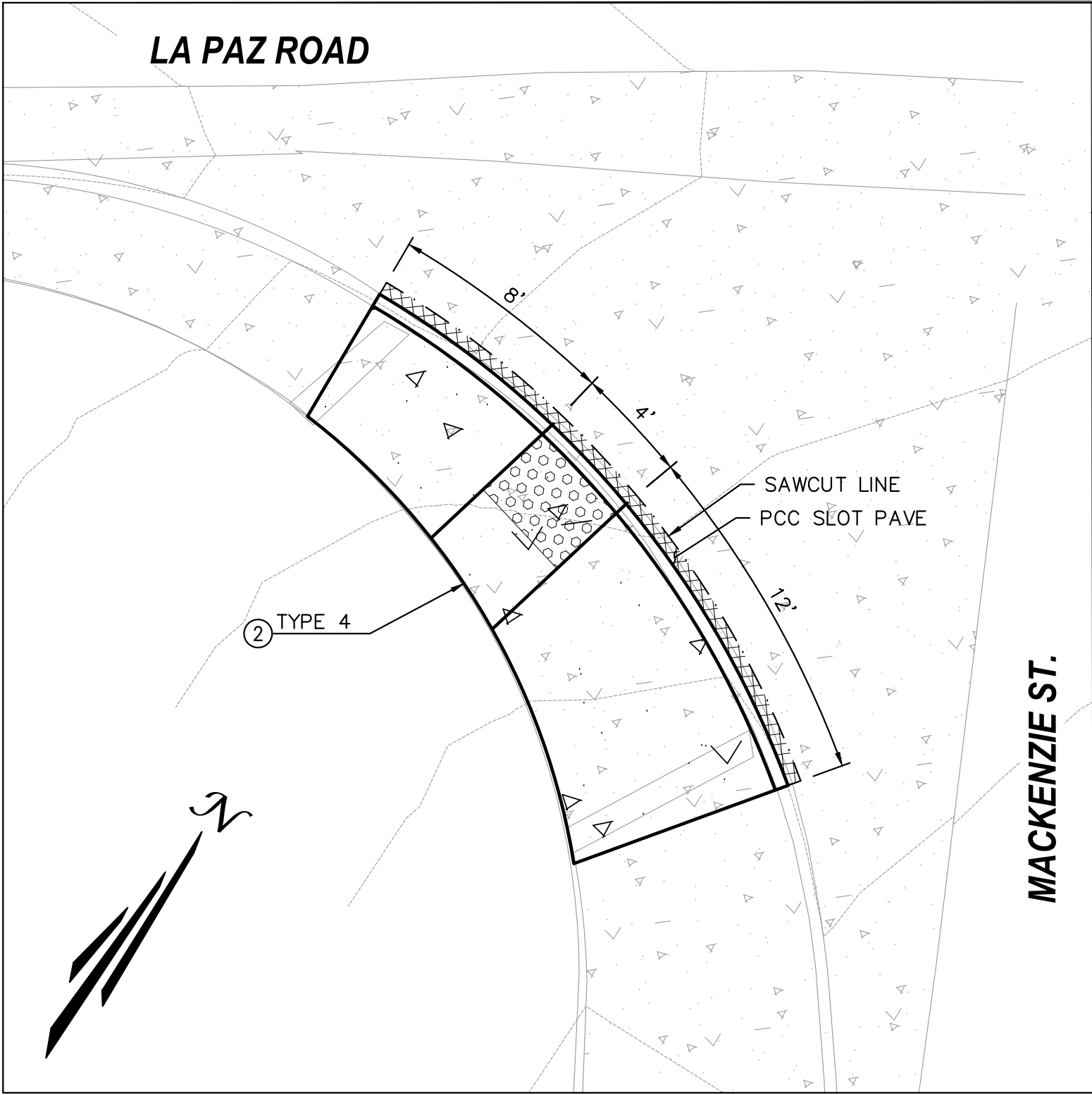
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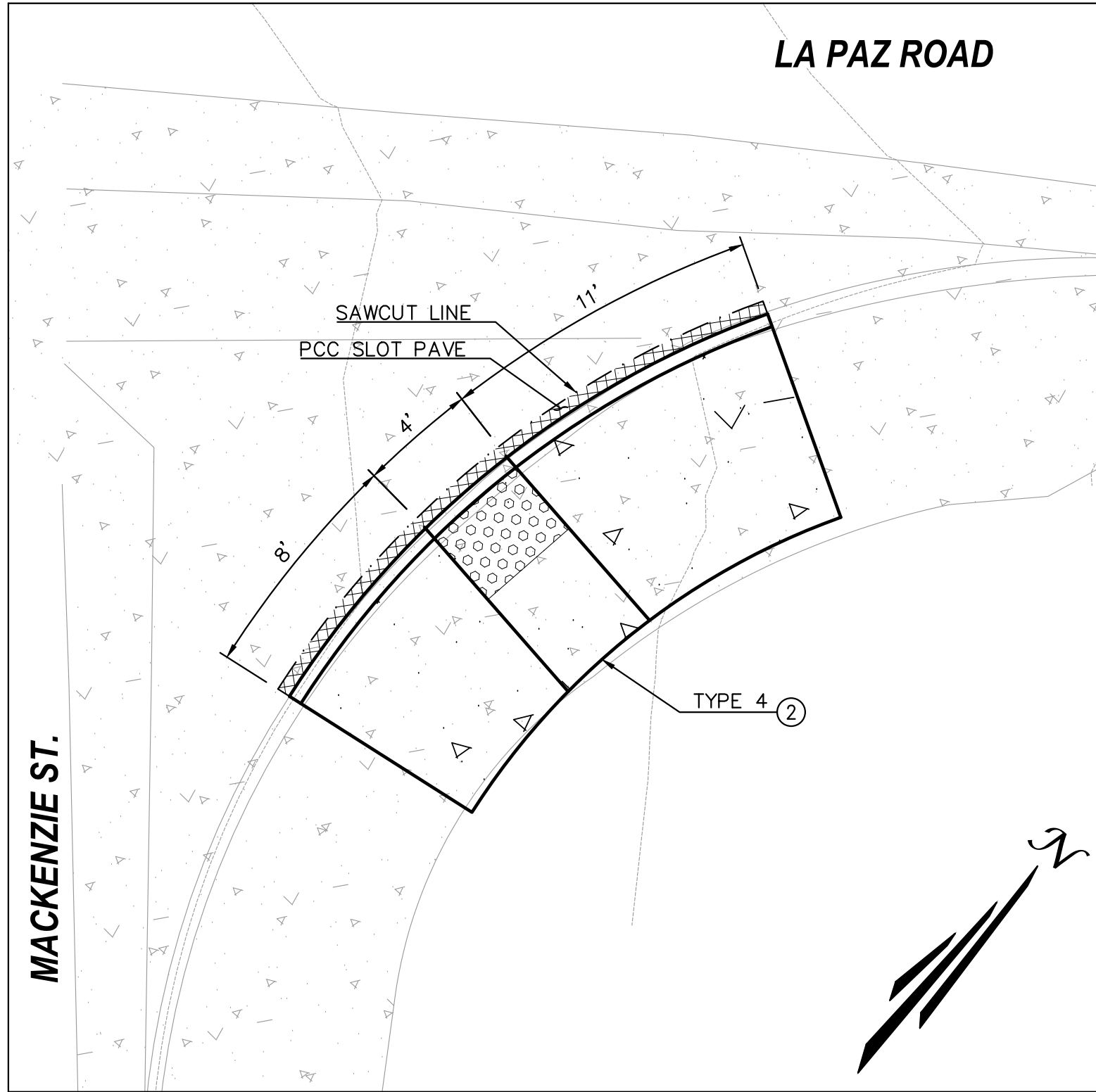
LA PAZ ROAD & CHAMPLAIN ROAD SOUTH CORNER
CURB RAMP DETAIL #7
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



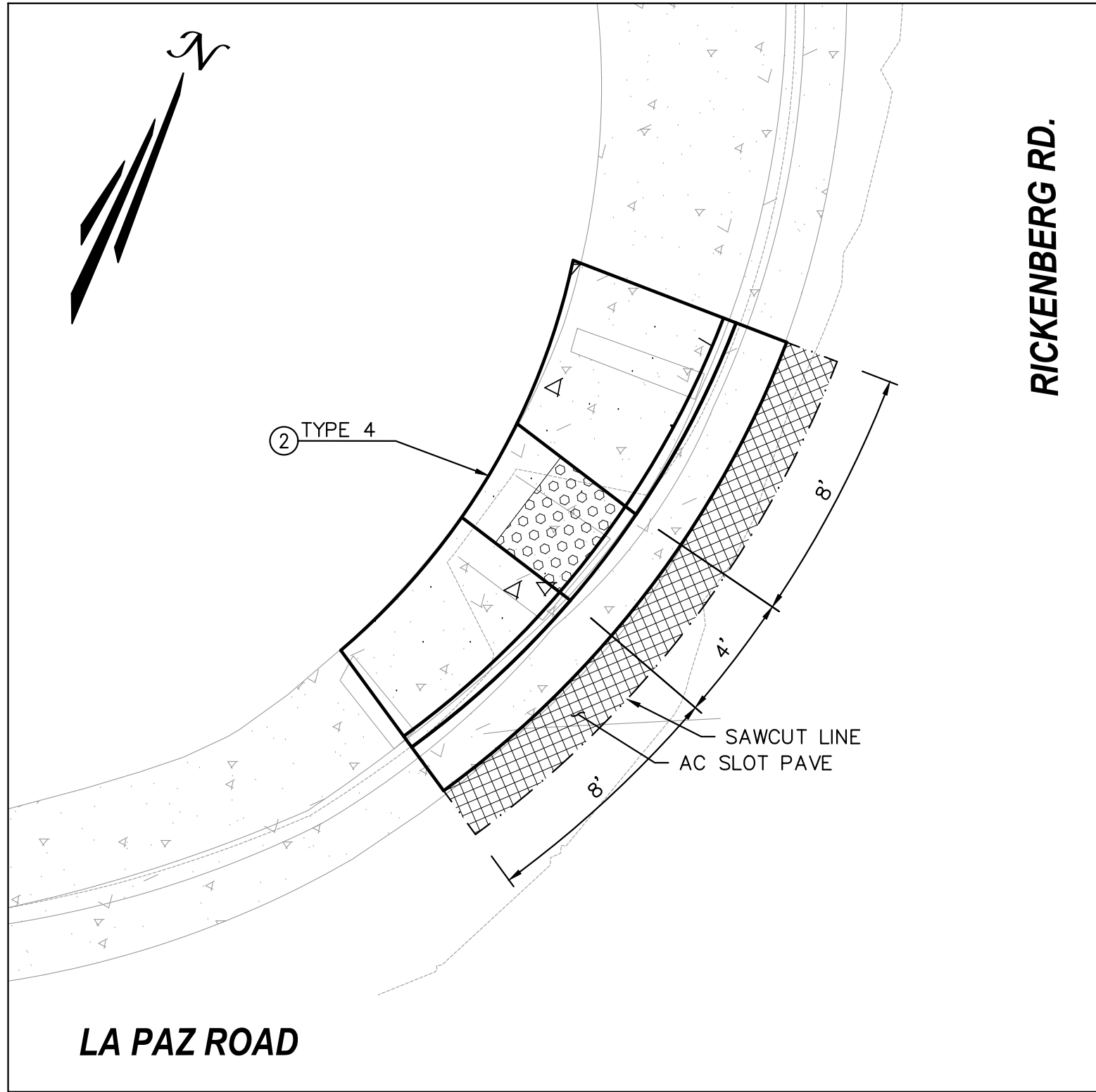
LA PAZ ROAD & CHAMPLAIN ROAD EAST CORNER
CURB RAMP DETAIL #8
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



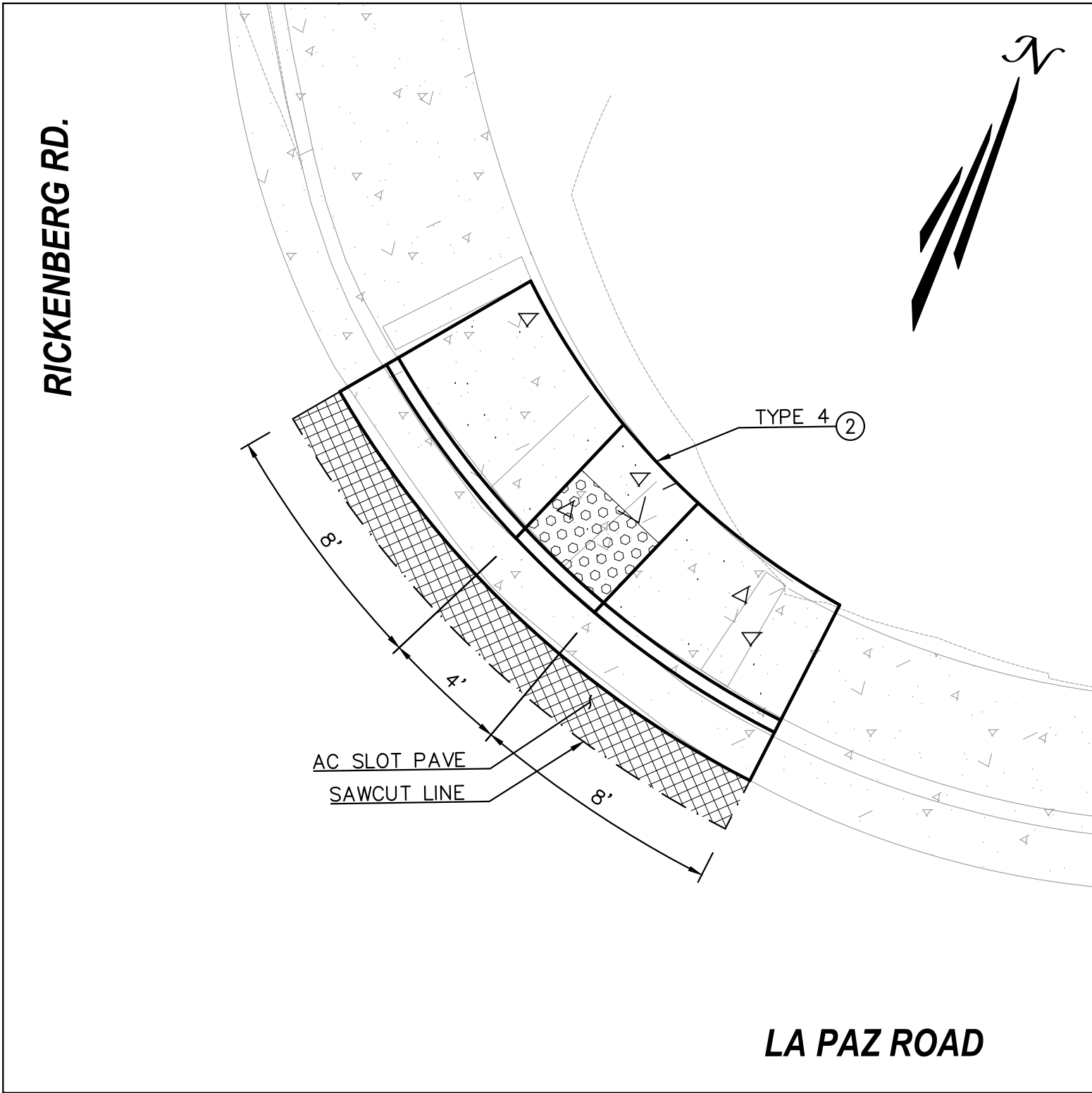
LA PAZ ROAD & MACKENZIE STREET SW CORNER
CURB RAMP DETAIL #9
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



LA PAZ ROAD & MACKENZIE STREET SE CORNER
CURB RAMP DETAIL #10
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



LA PAZ ROAD & RICKENBACKER NE CORNER
CURB RAMP DETAIL #11
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



LA PAZ ROAD & RICKENBACKER NW CORNER
CURB RAMP DETAIL #12
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'

CONSTRUCTION NOTES:

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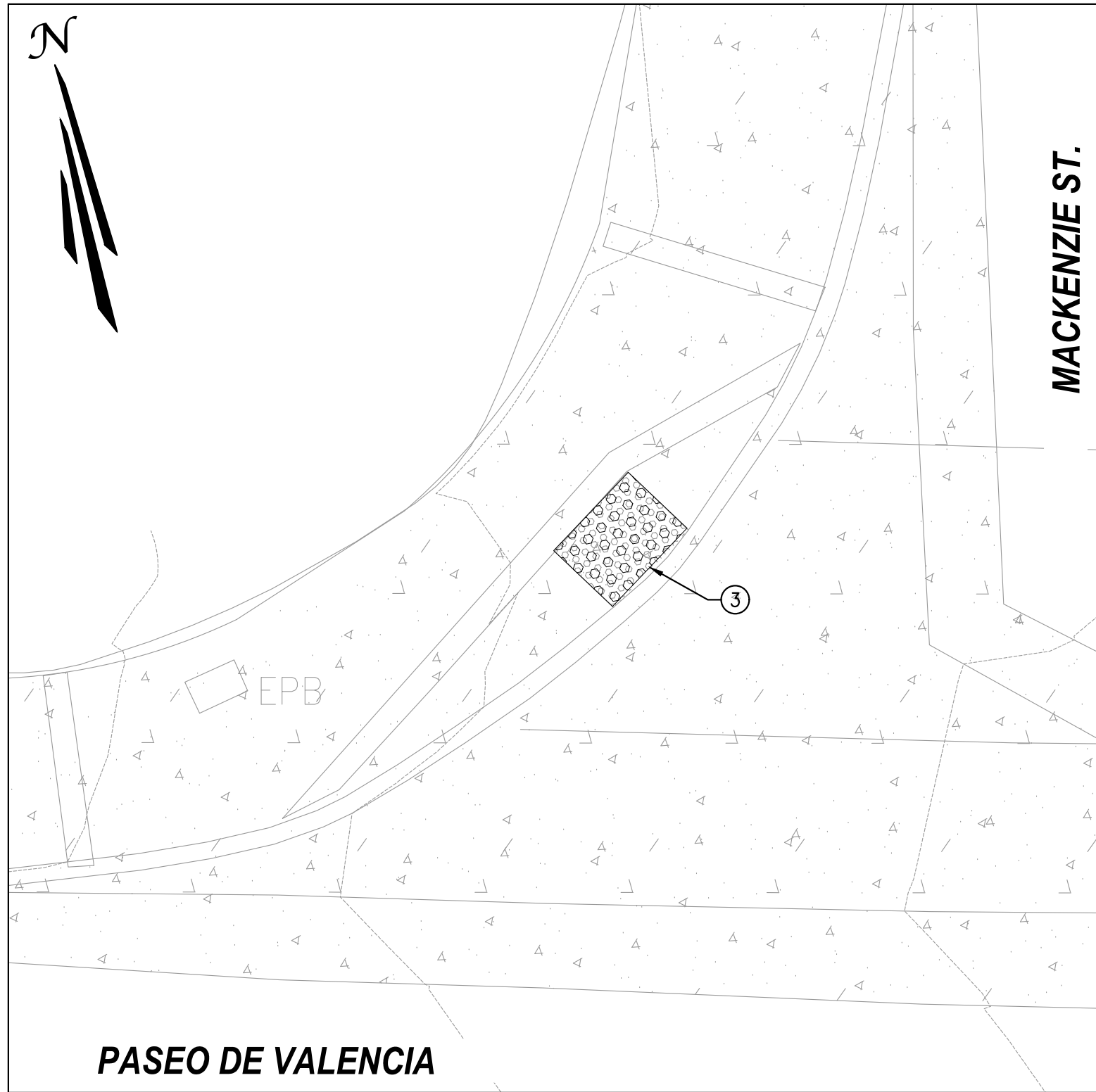
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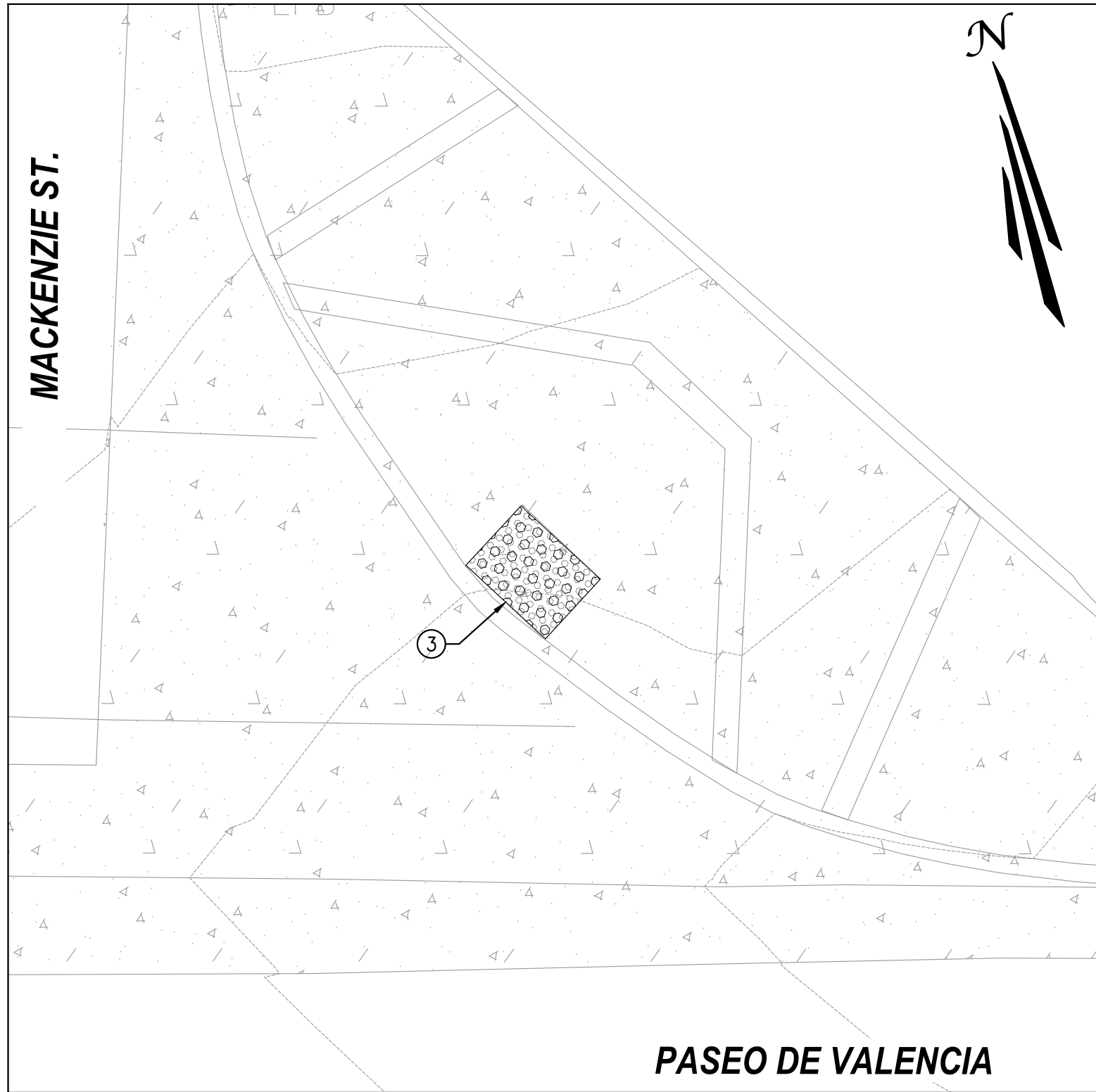
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CITY OF LAGUNA HILLS
RAMP DETAILS
CURB RAMP IMPROVEMENT PROJECT
CIP 170

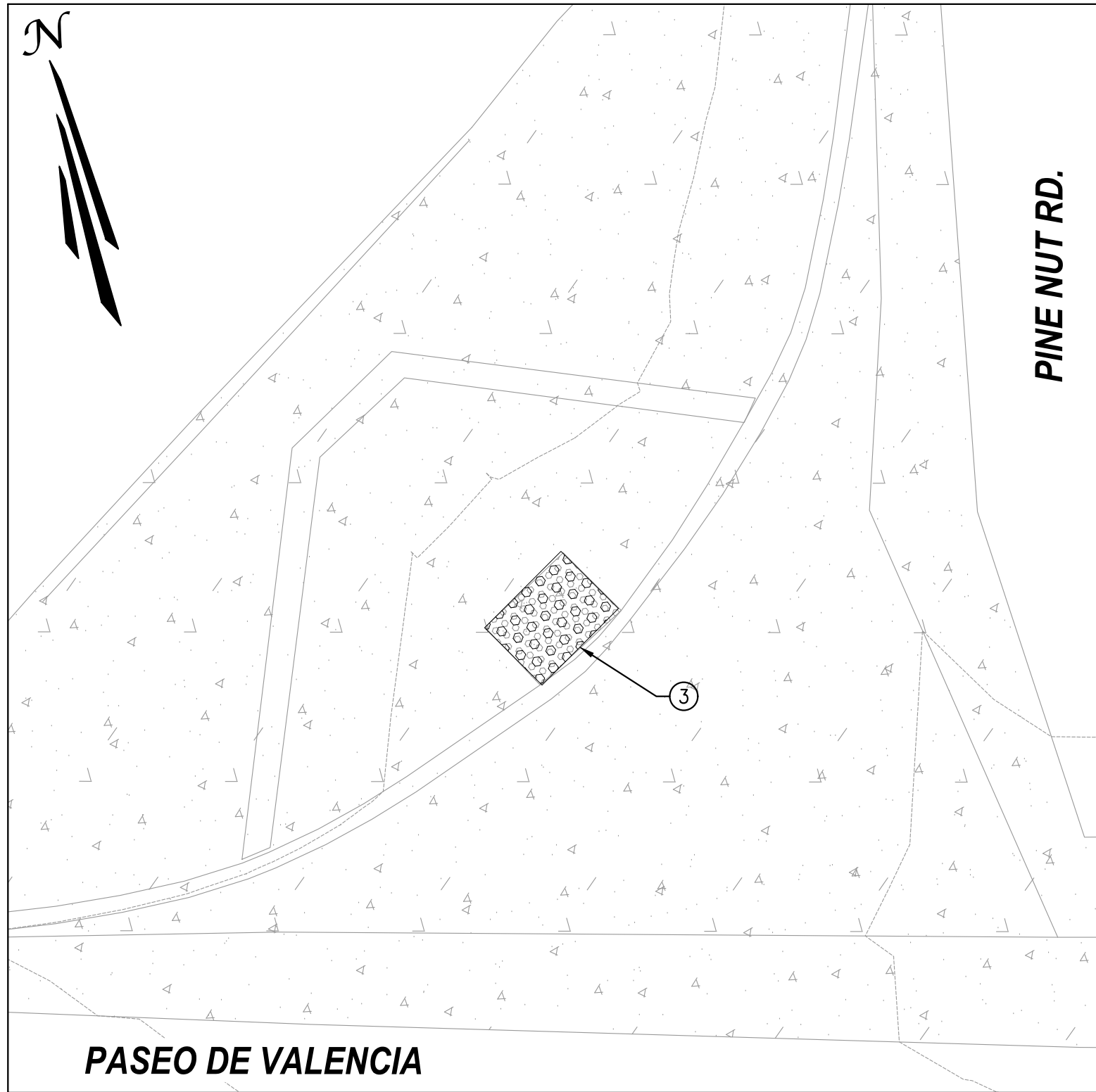
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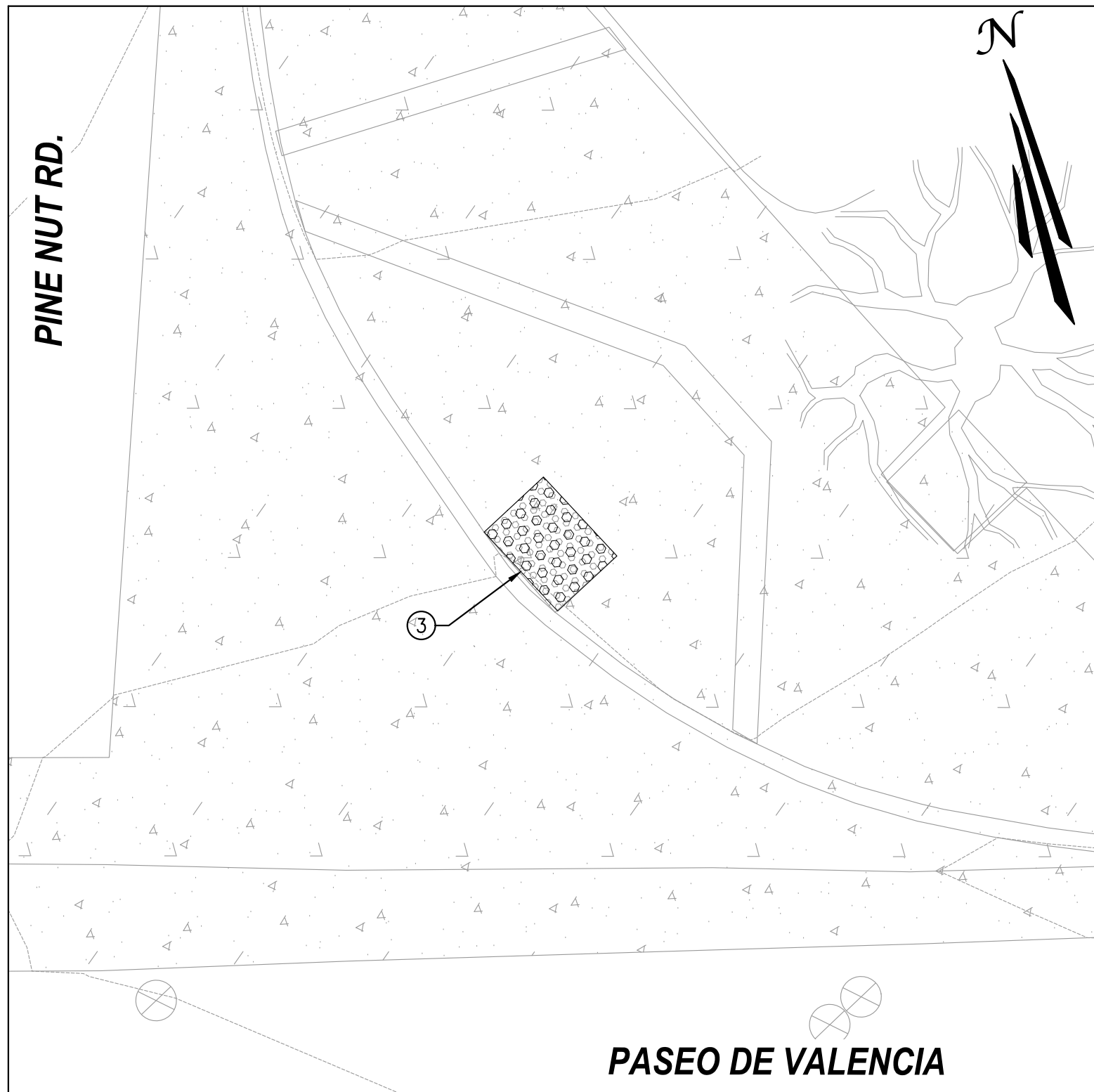
PASEO DE VALENCIA & MACKENZIE STREET – NW CORNER
CURB RAMP DETAIL #19
REMOVE AND REPLACE TRUNCATED DOMES
1" = 5'



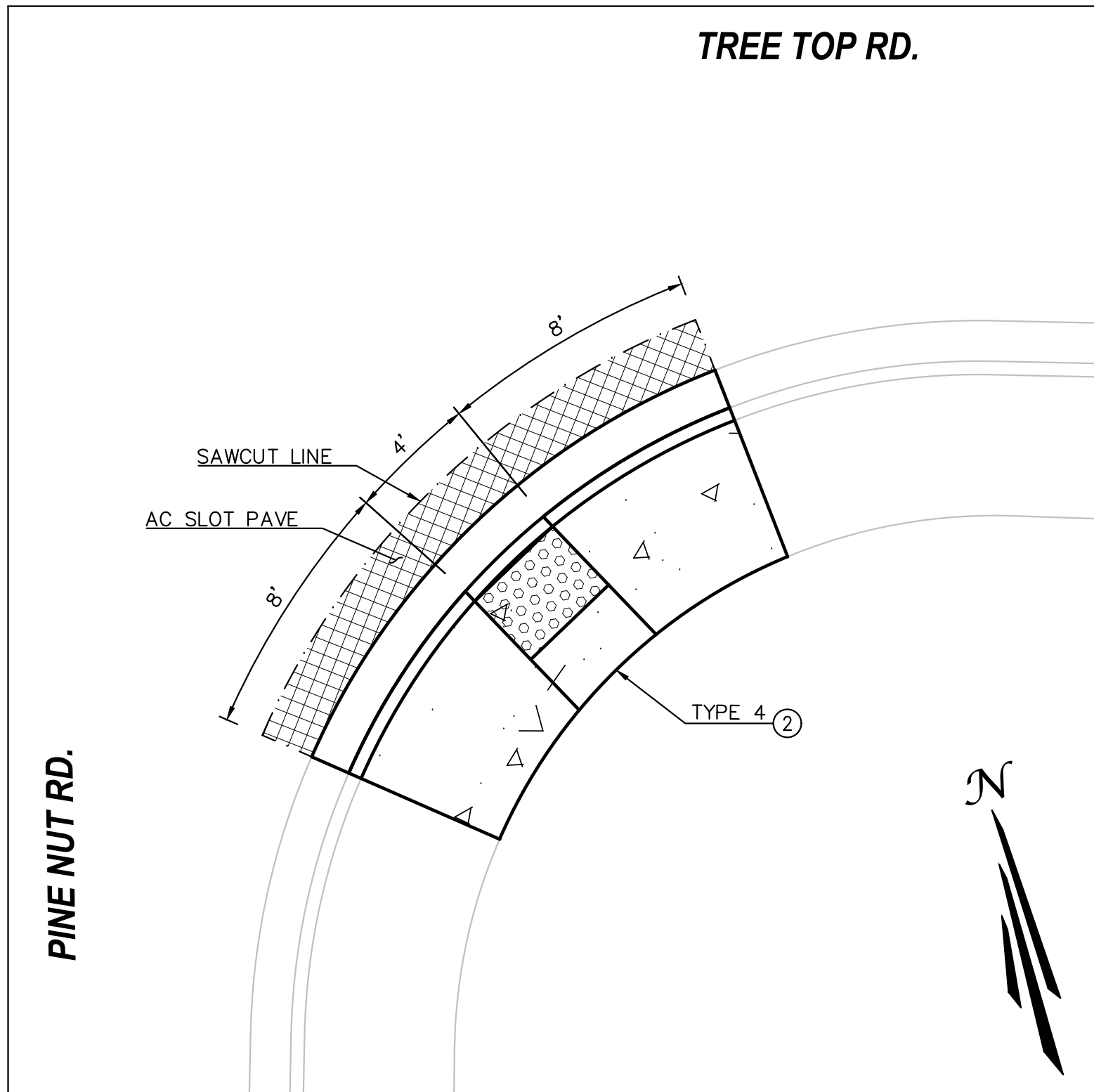
PASEO DE VALENCIA & MACKENZIE STREET – NE CORNER
CURB RAMP DETAIL #20
REMOVE AND REPLACE TRUNCATED DOMES
1" = 5'



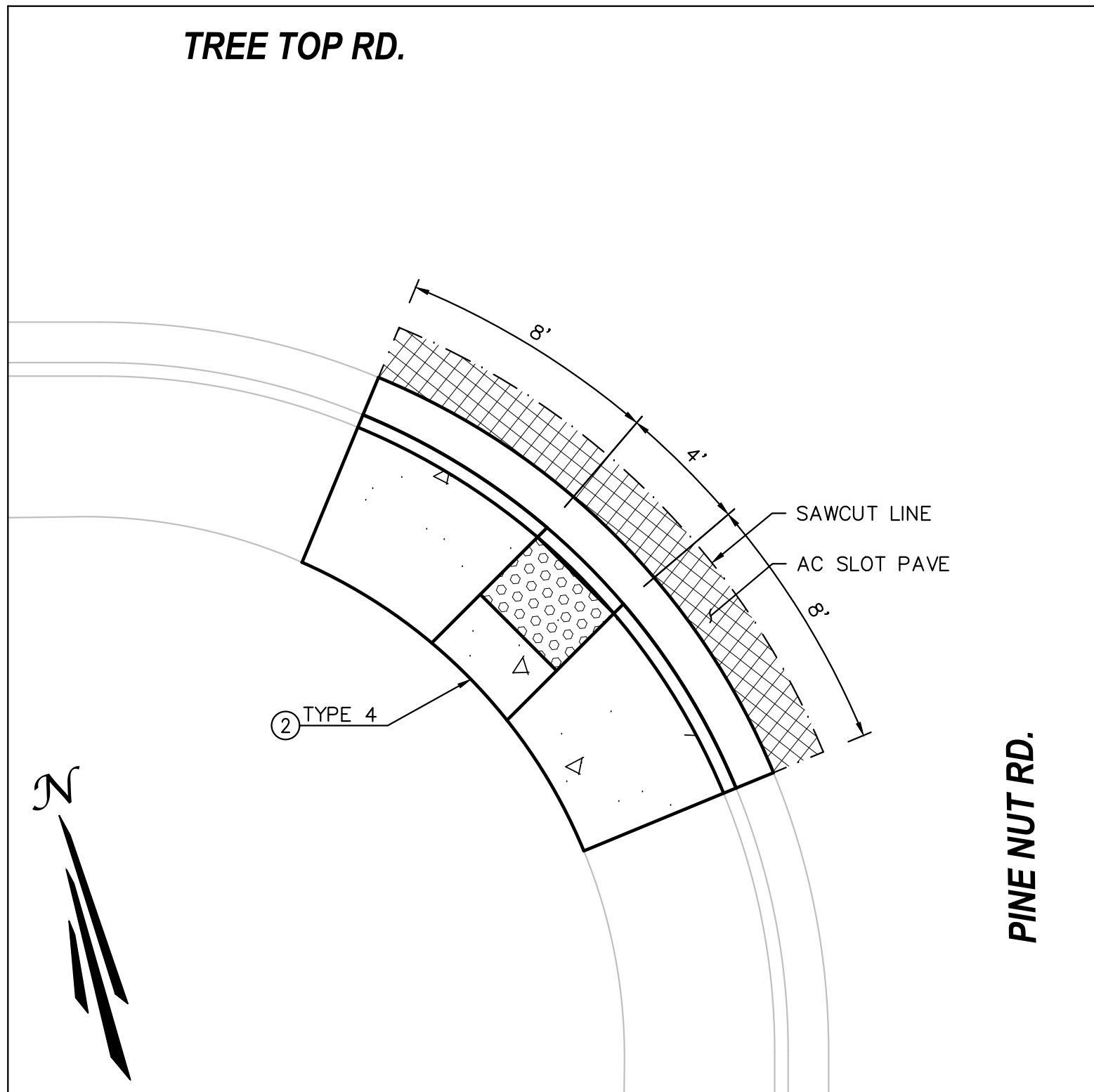
PASEO DE VALENCIA & PINE NUT ROAD – NW CORNER
CURB RAMP DETAIL #21
REMOVE AND REPLACE TRUNCATED DOMES
1" = 5'



PASEO DE VALENCIA & PINE NUT ROAD – NE CORNER
CURB RAMP DETAIL #22
REMOVE AND REPLACE TRUNCATED DOMES
1" = 5'



TREE TOP ROAD & PINE NUT ROAD – SE CORNER
CURB RAMP DETAIL #23
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'



TREE TOP ROAD & PINE NUT ROAD – SW CORNER
CURB RAMP DETAIL #24
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'

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3. FOR STEEP STREETS TO MAINTAIN 7.5% RAMP WOULD REQUIRE A SUBSTANTIAL WALKWAY TRANSITION LENGTH. Z (MAX) IS LIMITED TO 10 FEET. MODIFICATION PER RAMP TO ADA REQUIREMENT IS ALLOWED PER SUBPART A, SECTION 36.302(A) OF THE "ADA" AND SECTION 4451(F) OF THE CALIFORNIA GOVERNMENT CODE.
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6. WHEN SAW-CUTTING TO REMOVE THE EXISTING RAMPS, THE CONTRACTOR MUST ENSURE THAT THE ADJACENT PCC IS NOT DAMAGED. OVER-CUTS ARE STRICTLY PROHIBITED.
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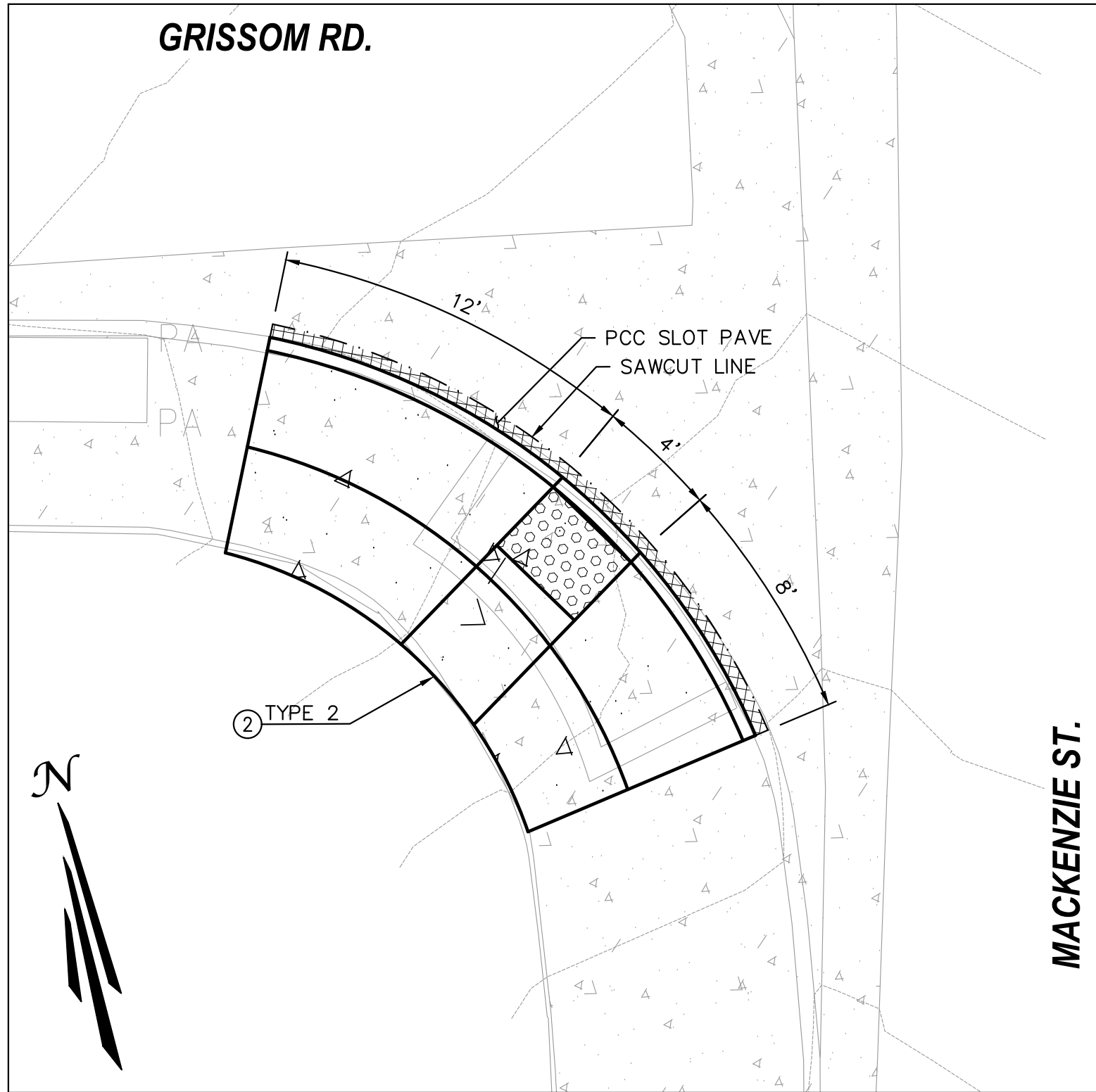
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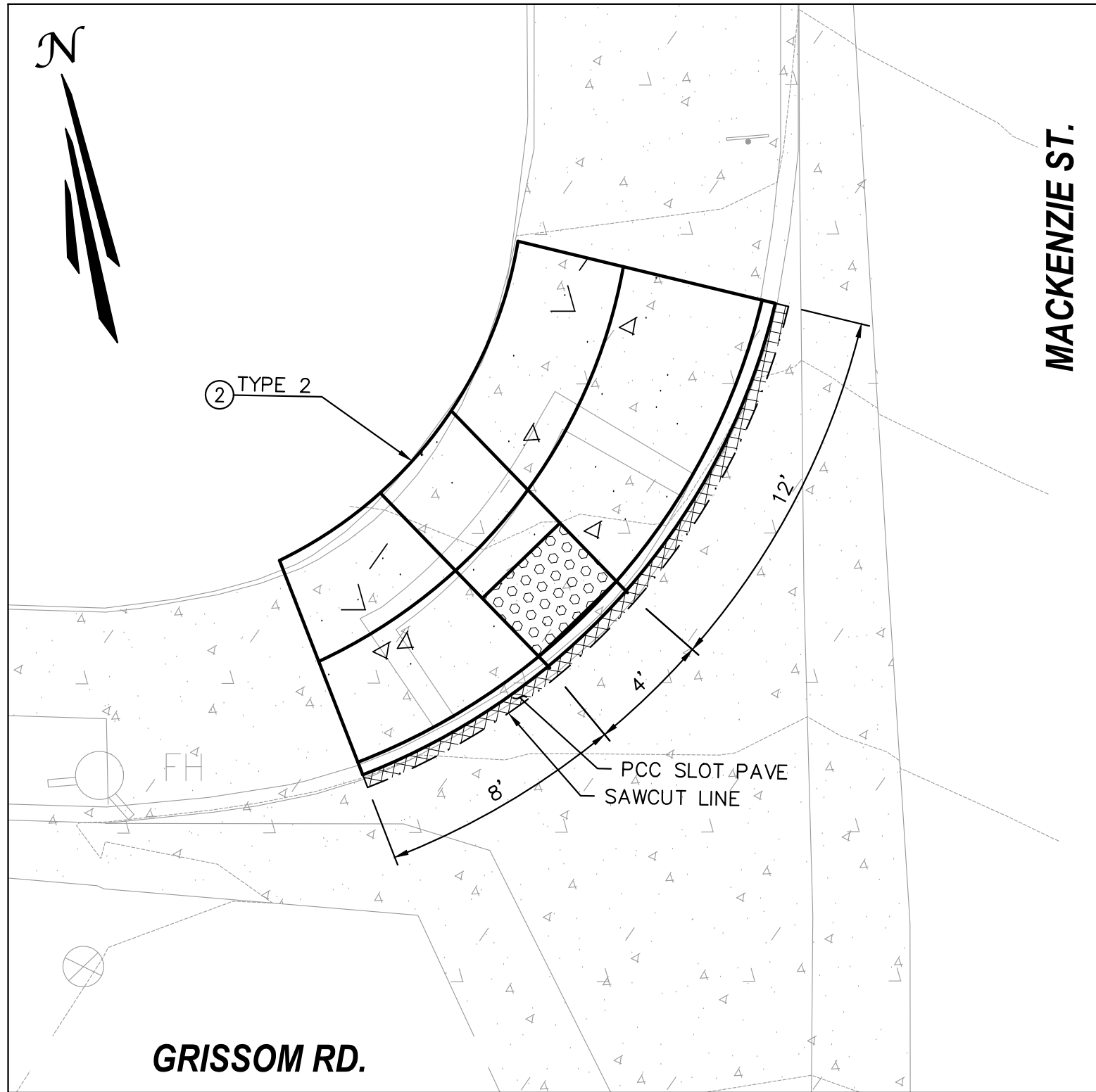
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Dennis Postler R.C.E. C46106 09/03/2025
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CURB RAMP IMPROVEMENT PROJECT
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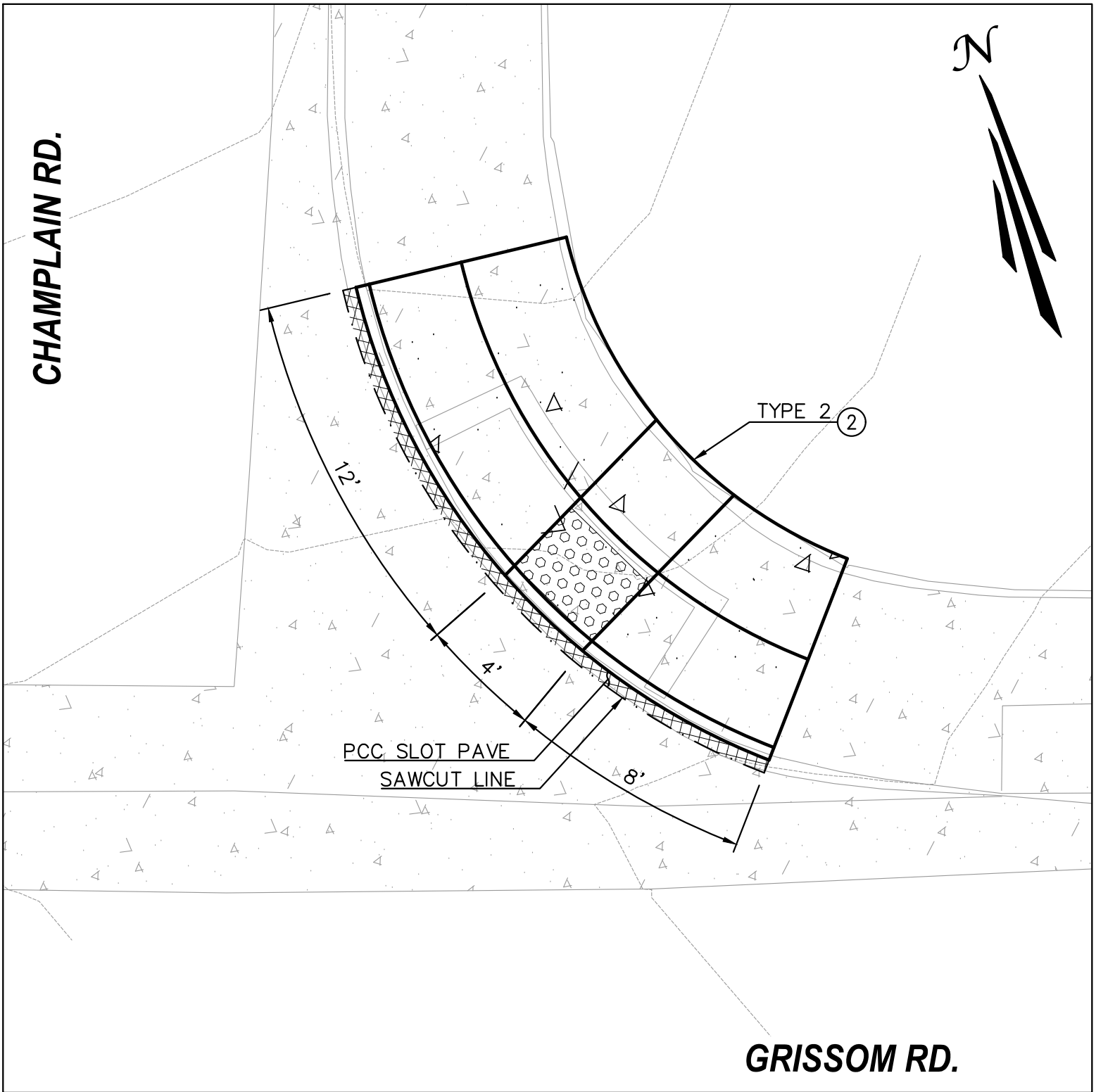
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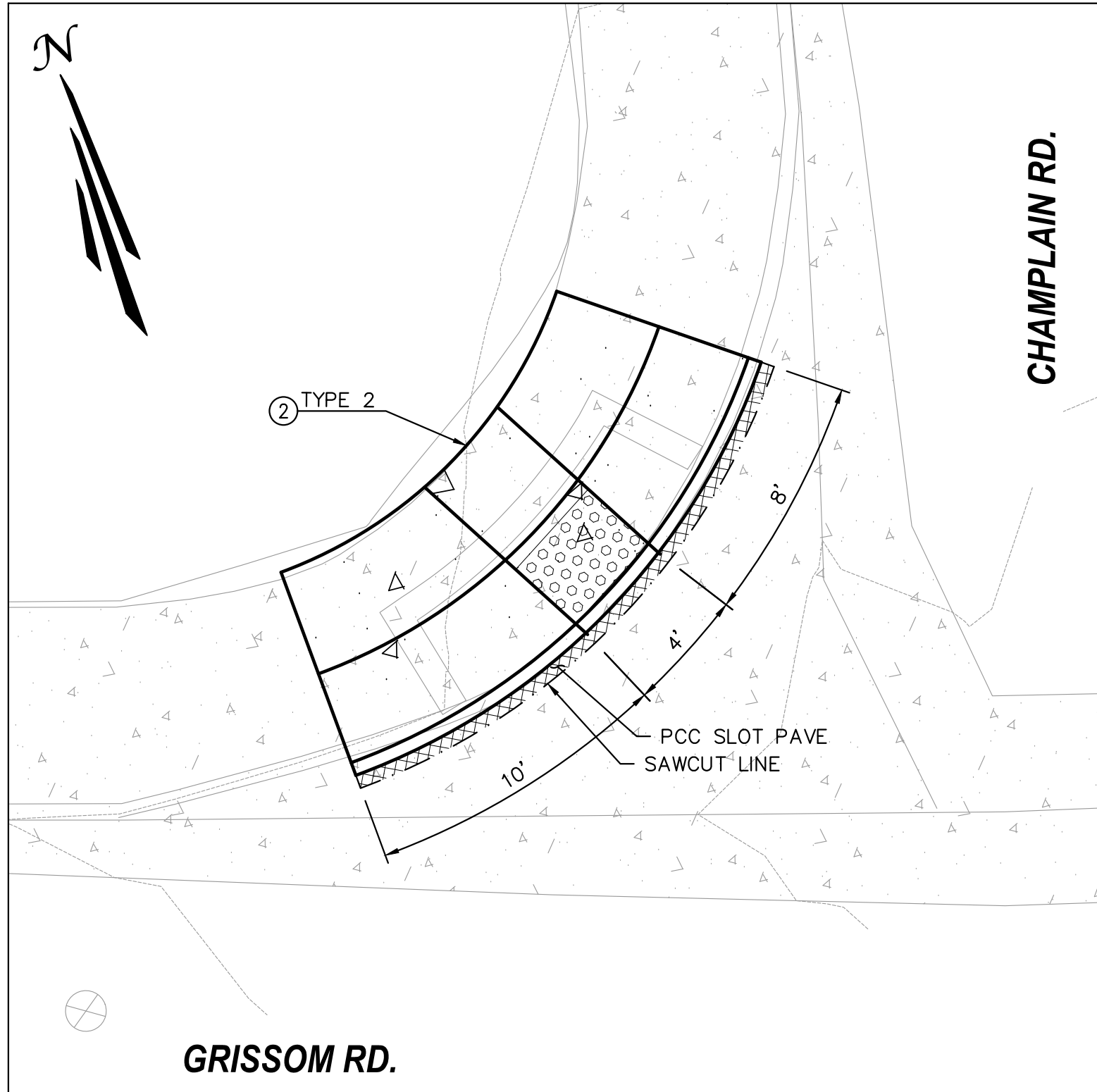
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CURB RAMP DETAIL #25
OCPW STD. PLAN 1115. TYPE 2.
1" = 5'



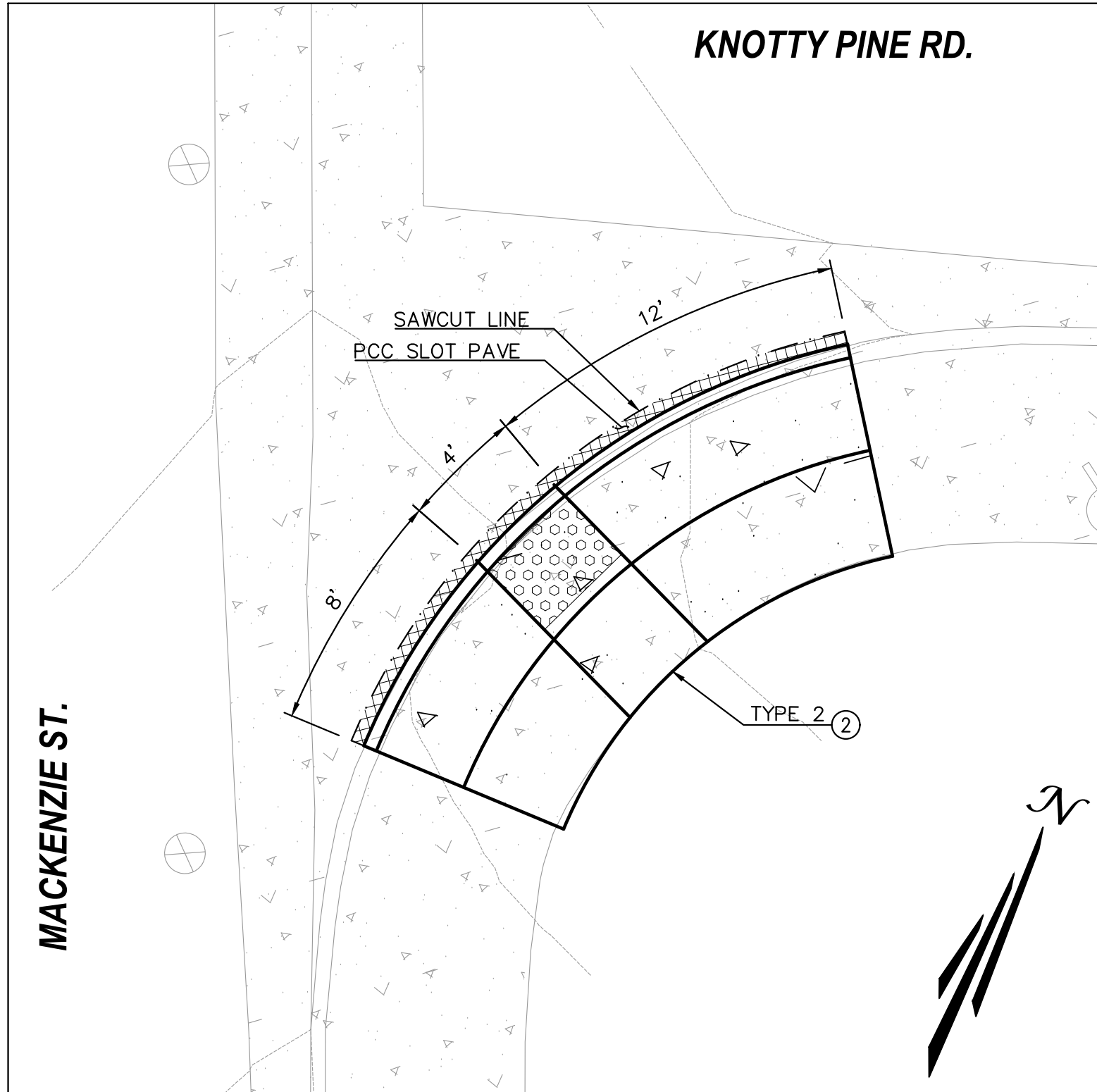
MACKENZIE STREET & GRISSOM ROAD – NW CORNER
CURB RAMP DETAIL #26
OCPW STD. PLAN 1115. TYPE 2.
1" = 5'



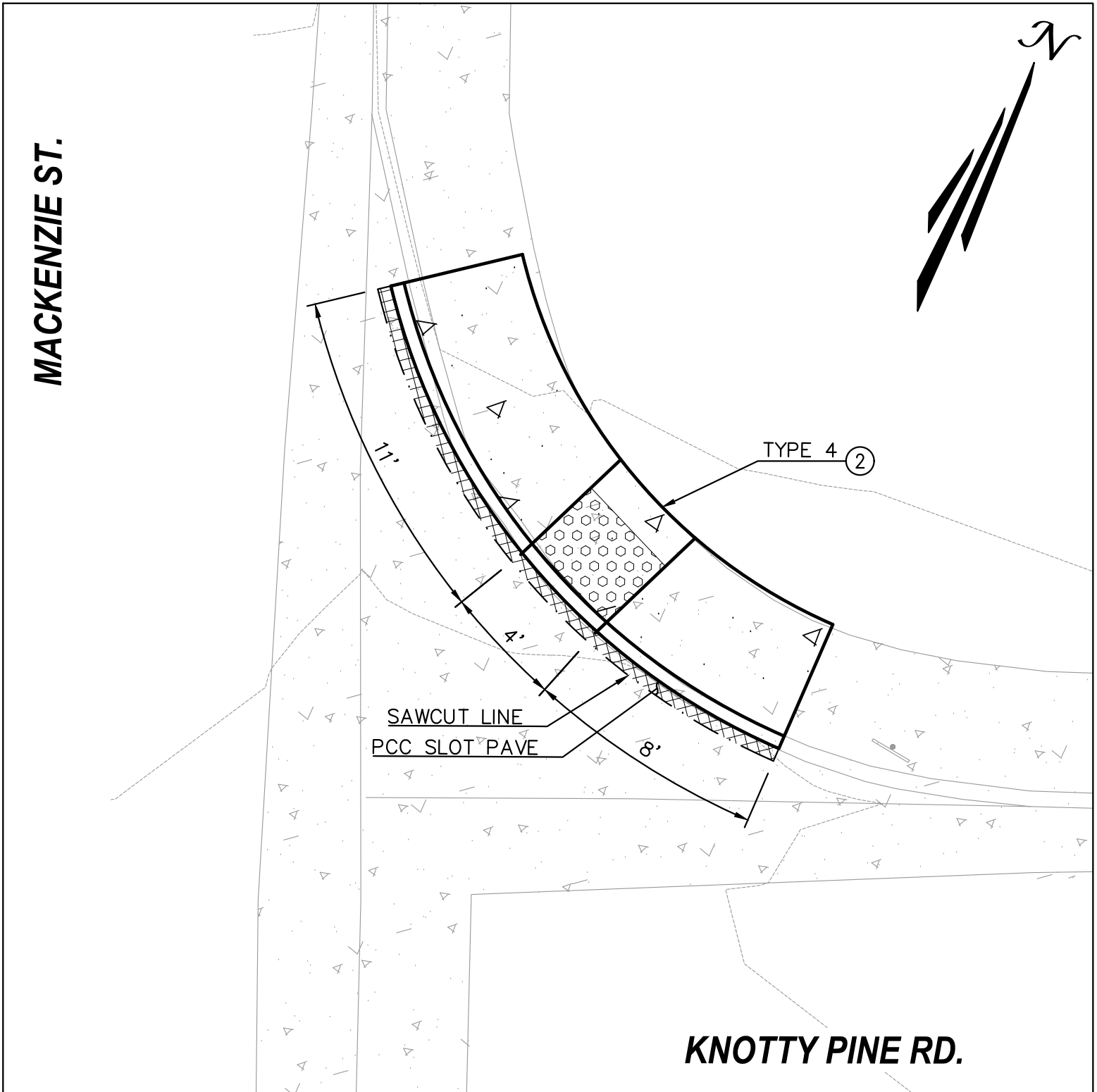
CHAMPLAIN ROAD & GRISSOM ROAD – NE CORNER
CURB RAMP DETAIL #27
OCPW STD. PLAN 1115. TYPE 2.
1" = 5'



CHAMPLAIN ROAD & GRISSOM ROAD – NW CORNER
CURB RAMP DETAIL #28
OCPW STD. PLAN 1115. TYPE 2.
1" = 5'



MACKENZIE STREET & KNOTTY PINE ROAD – EAST CORNER
CURB RAMP DETAIL #29
OCPW STD. PLAN 1115. TYPE 2.
1" = 5'



MACKENZIE STREET & KNOTTY PINE ROAD – NORTH CORNER
CURB RAMP DETAIL #30
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'

CONSTRUCTION NOTES:

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- ② REMOVE & REPLACE CURB RAMP PER OCPW STD. PLAN 1115, CASE AS NOTED, WITH YELLOW TILE TRUNCATED DOMES.
- ③ REMOVE EXISTING BLUE TRUNCATED DOMES (SAWCUT WITH NO OVER CUTS), AND INSTALL NEW YELLOW TILE TRUNCATED DOMES, PER OCPW STD. PLAN 1115.
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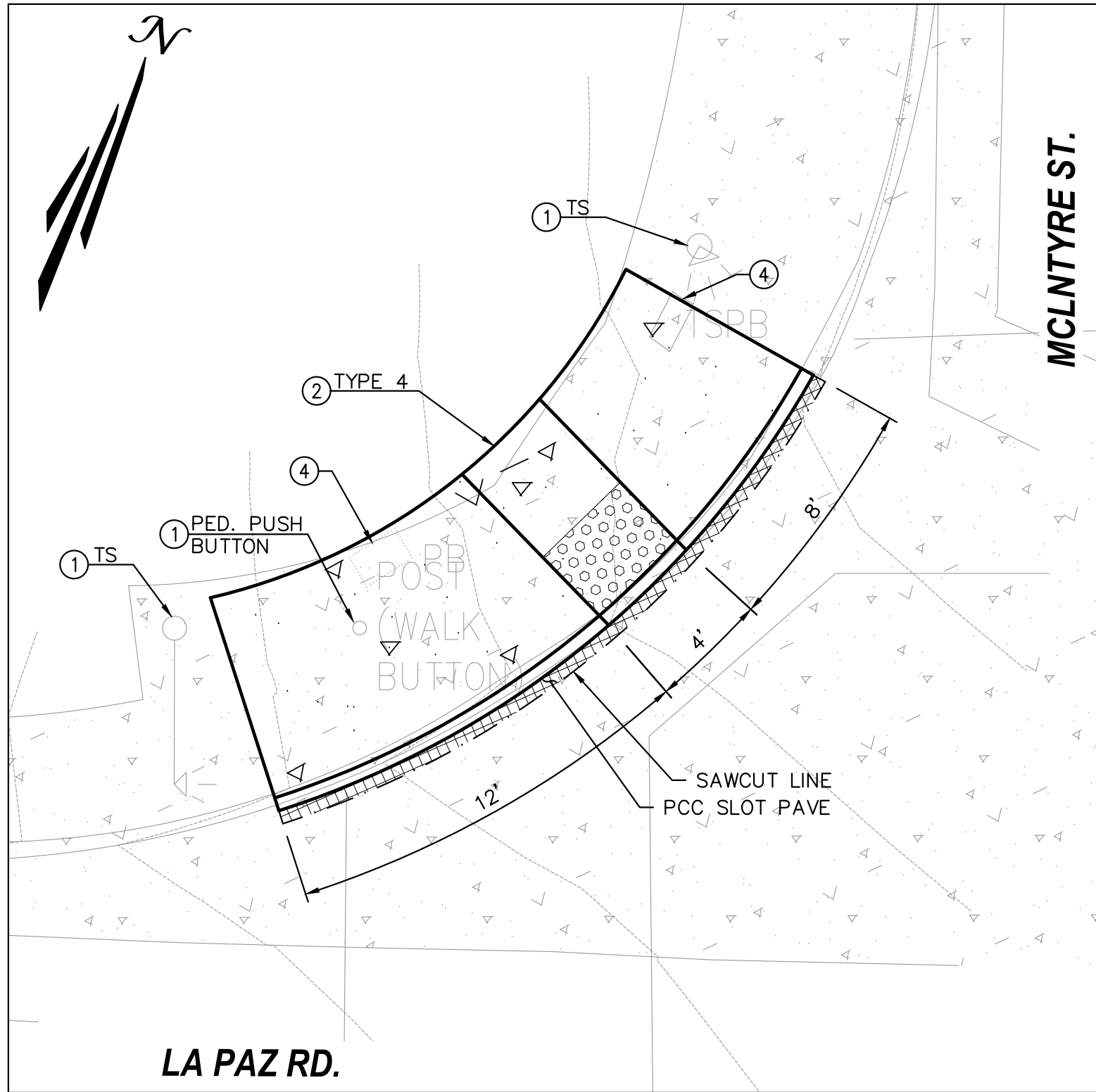
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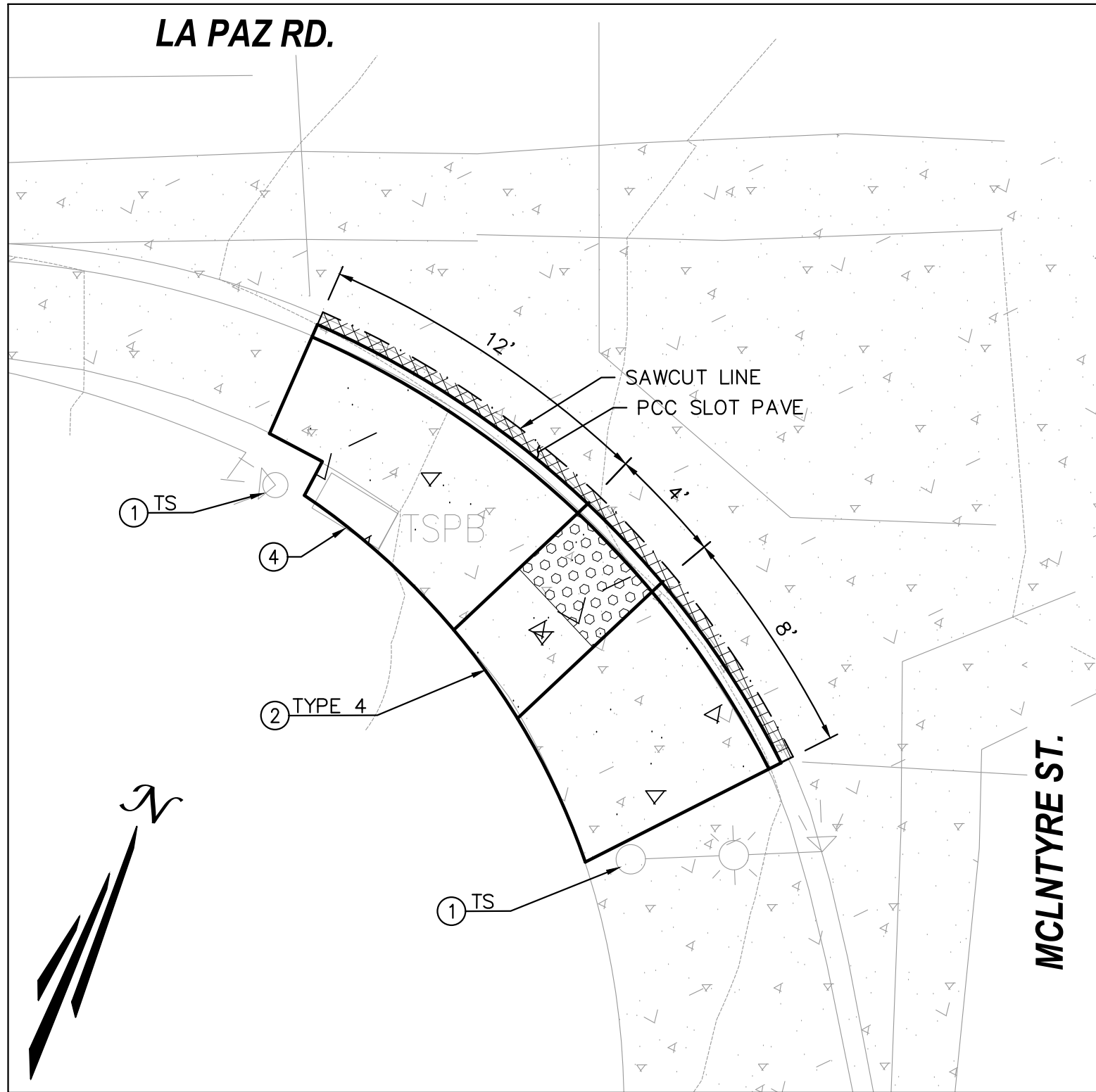
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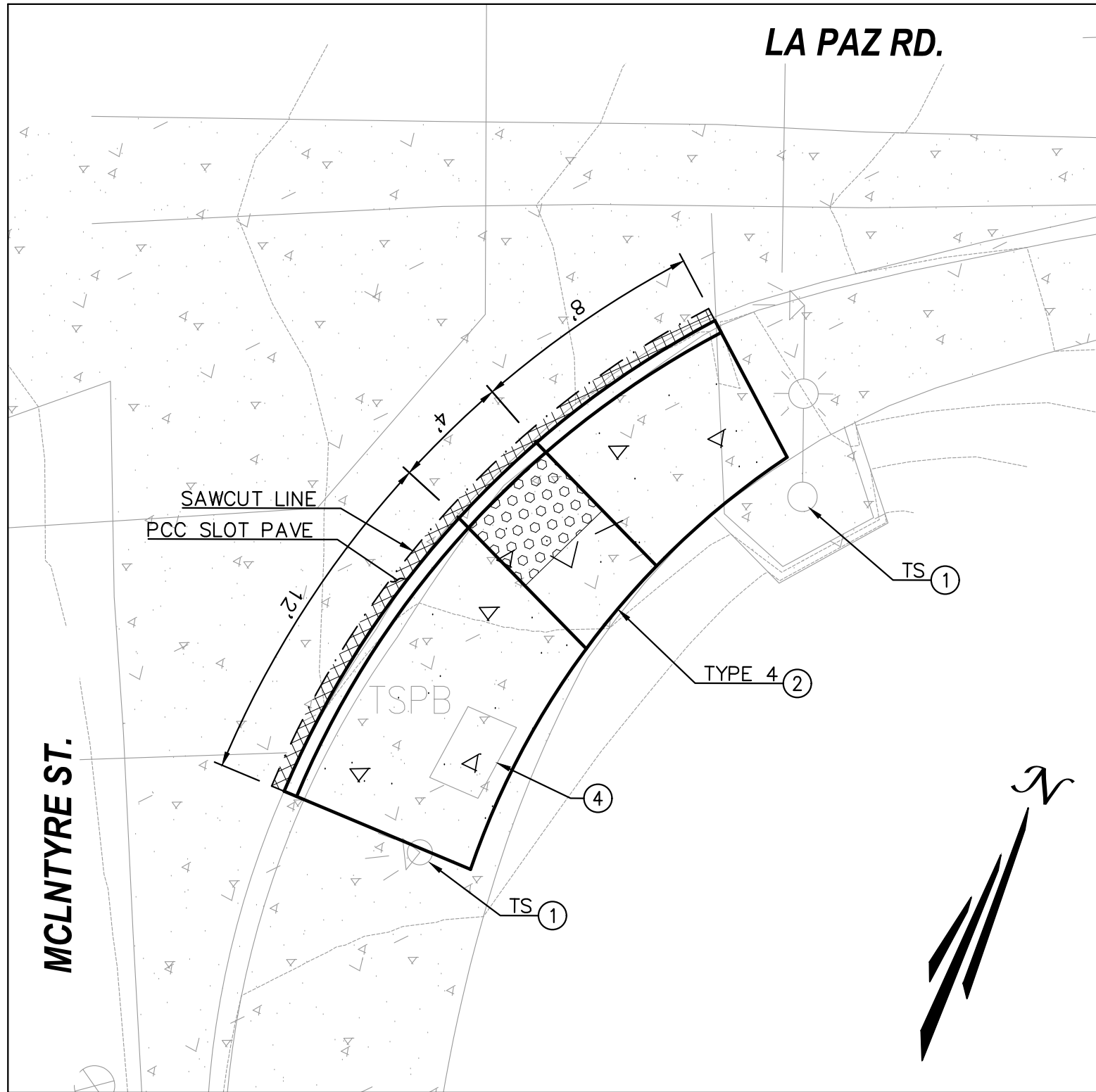
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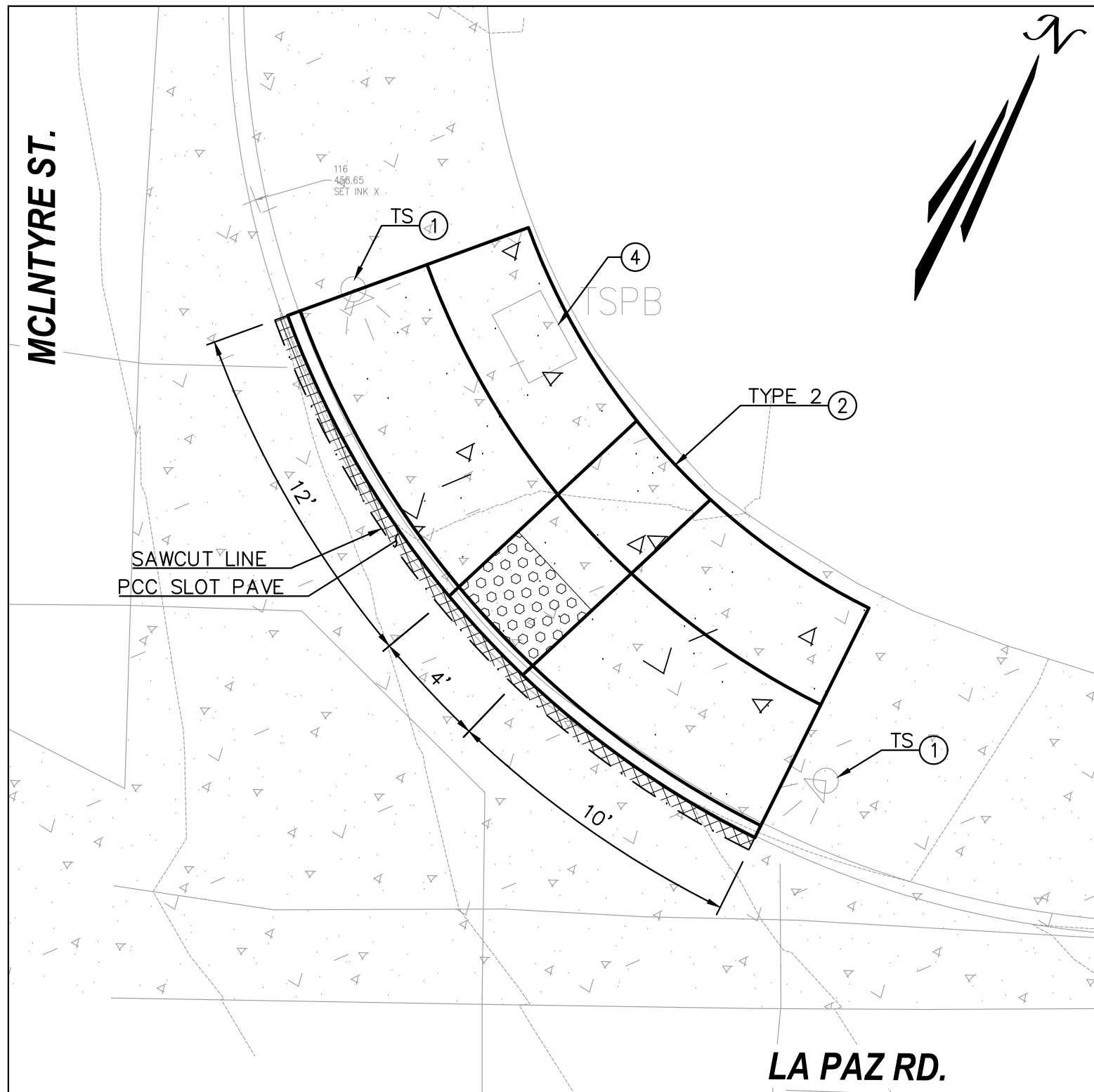
LA PAZ ROAD & MCLNTYRE STREET – NW CORNER
CURB RAMP DETAIL #13
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



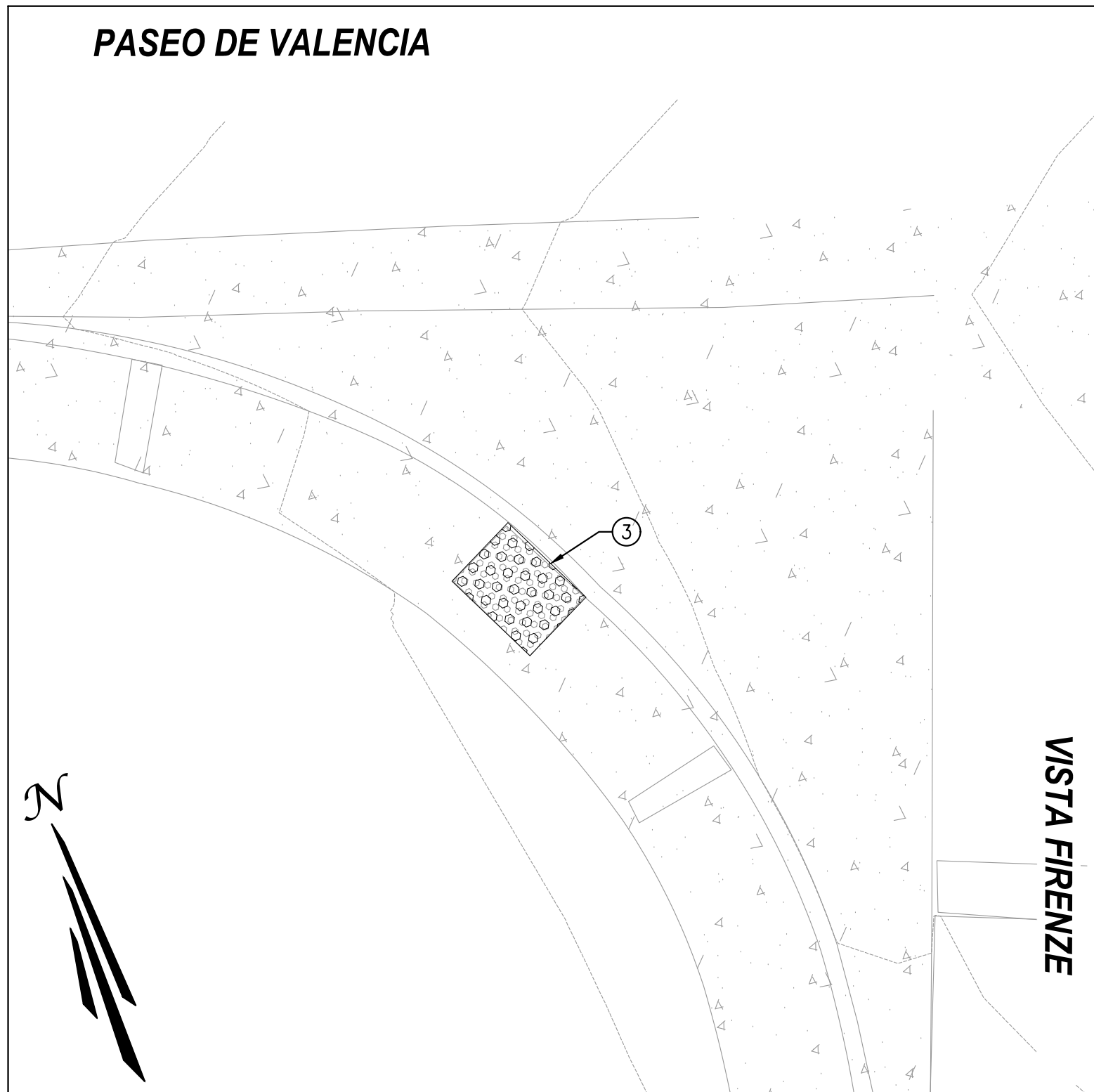
LA PAZ ROAD & MCLNTYRE STREET – SW CORNER
CURB RAMP DETAIL #14
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



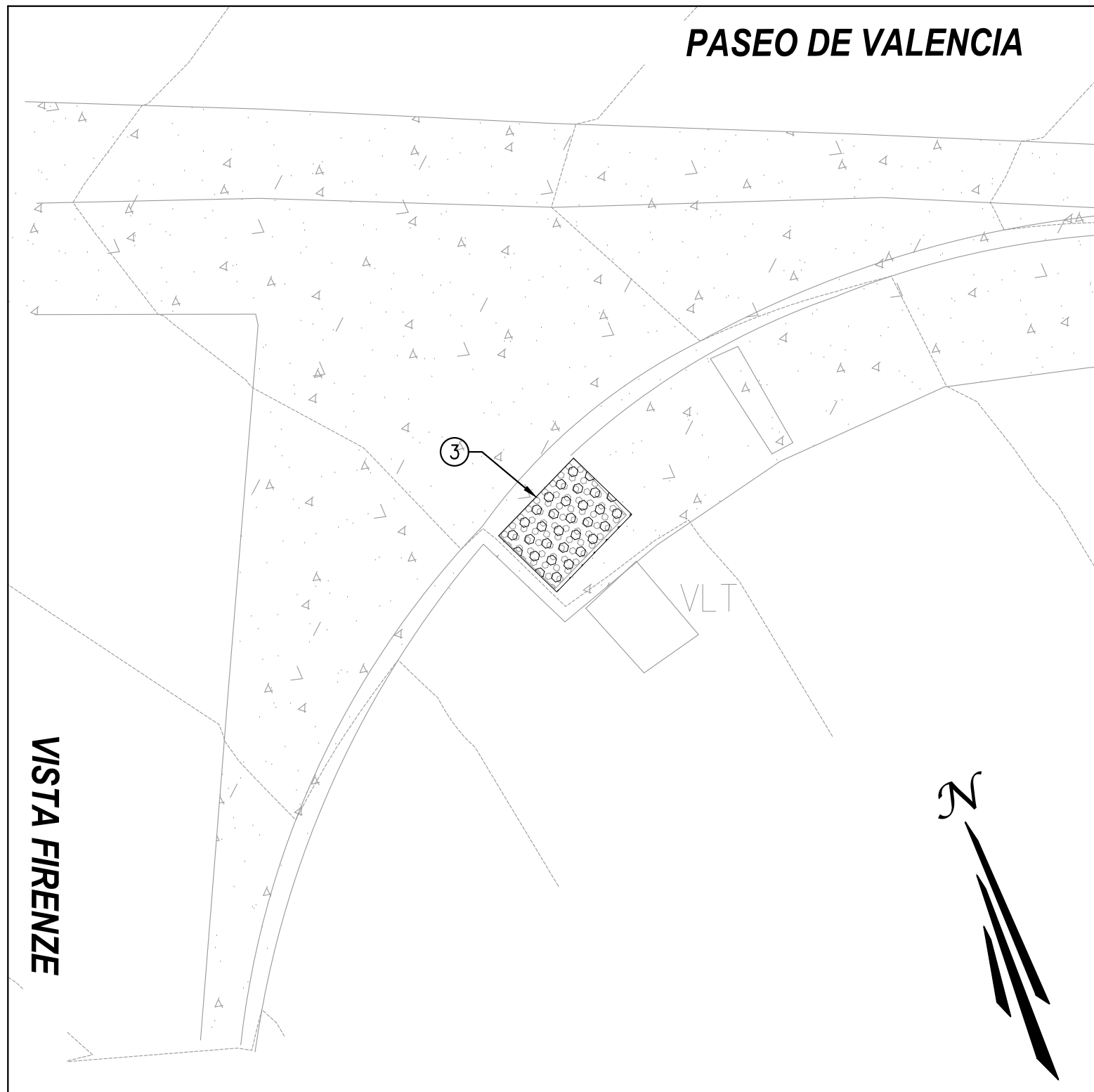
LA PAZ ROAD & MCLNTYRE STREET – SE CORNER
CURB RAMP DETAIL #15
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



LA PAZ ROAD & MCLNTYRE STREET – NE CORNER
CURB RAMP DETAIL #16
OCPW STD. PLAN 1115, TYPE 2.
1" = 5'



PASEO DE VALENCIA & VISTA FIRENZE – SW CORNER
CURB RAMP DETAIL #17
REMOVE AND REPLACE TRUNCATED DOMES
1" = 5'



PASEO DE VALENCIA & VISTA FIRENZE – SE CORNER
CURB RAMP DETAIL #18
REMOVE AND REPLACE TRUNCATED DOMES
1" = 5'

CONSTRUCTION NOTES:

1. PROTECT IN PLACE.
2. REMOVE & REPLACE CURB RAMP PER OCPW STD. PLAN 1115, CASE AS NOTED, WITH YELLOW TILE TRUNCATED DOMES.
3. REMOVE EXISTING BLUE TRUNCATED DOMES (SAWCUT WITH NO OVER CUTS), AND INSTALL NEW YELLOW TILE TRUNCATED DOMES, PER OCPW STD. PLAN 1115.
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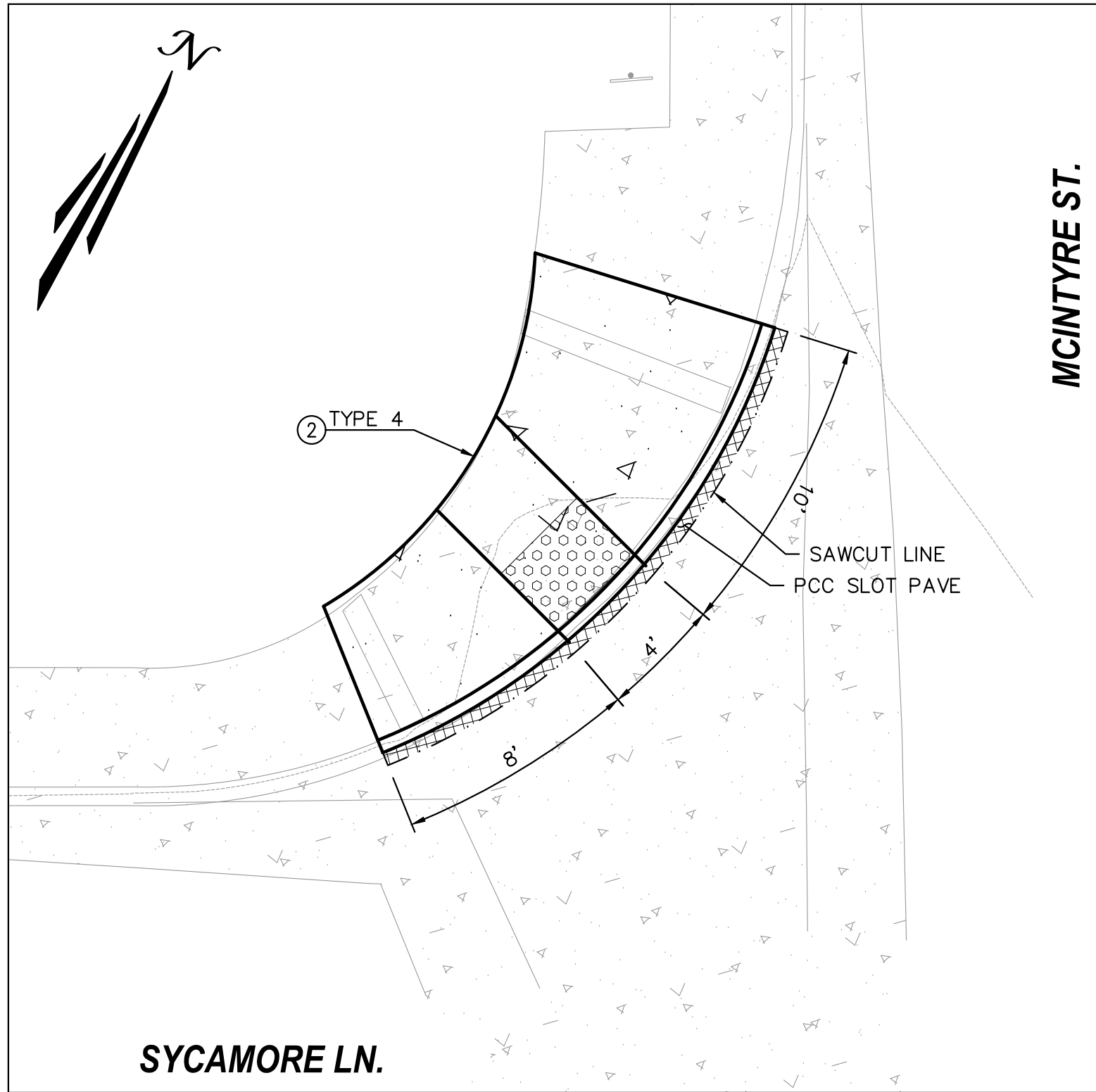
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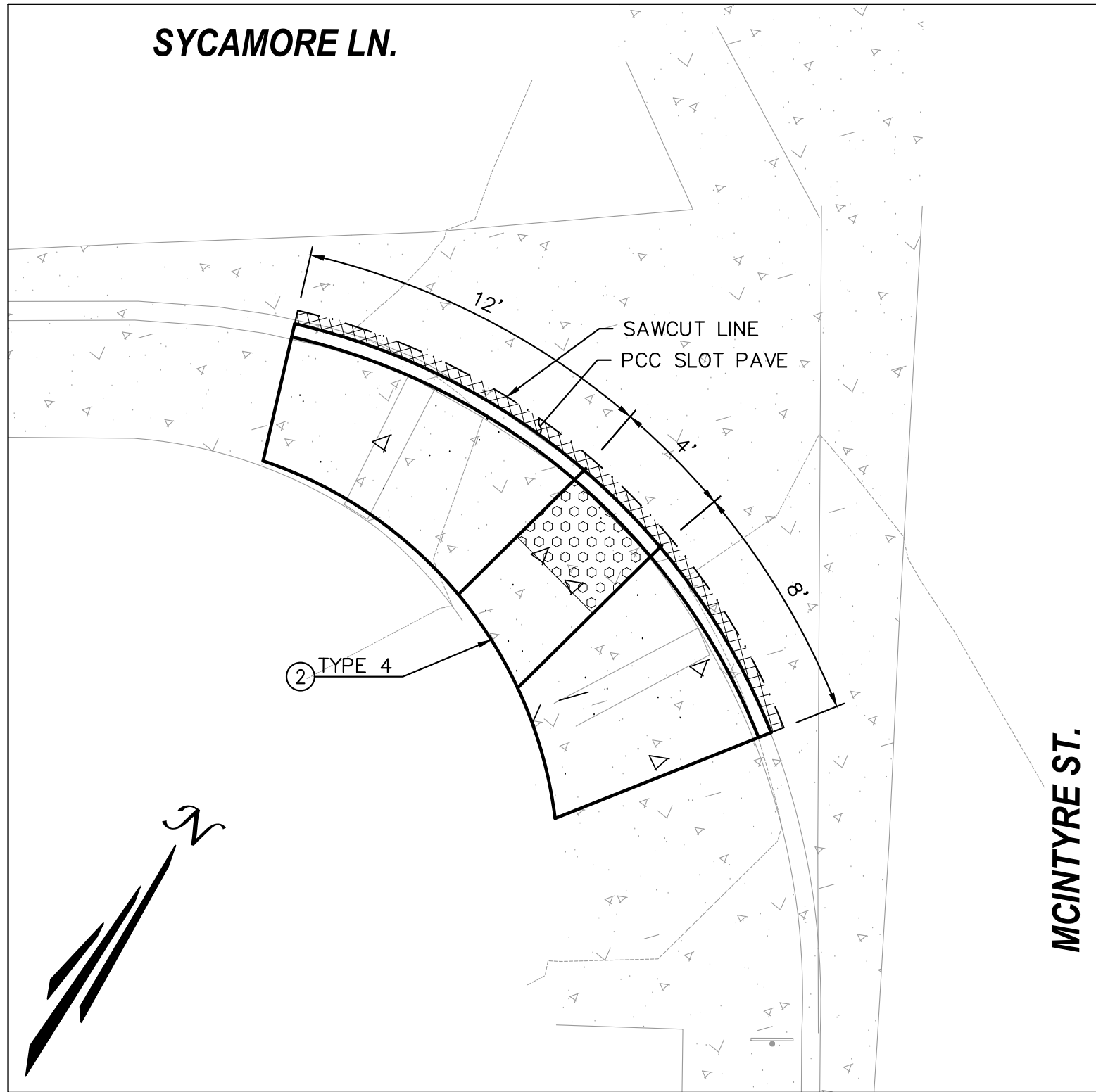
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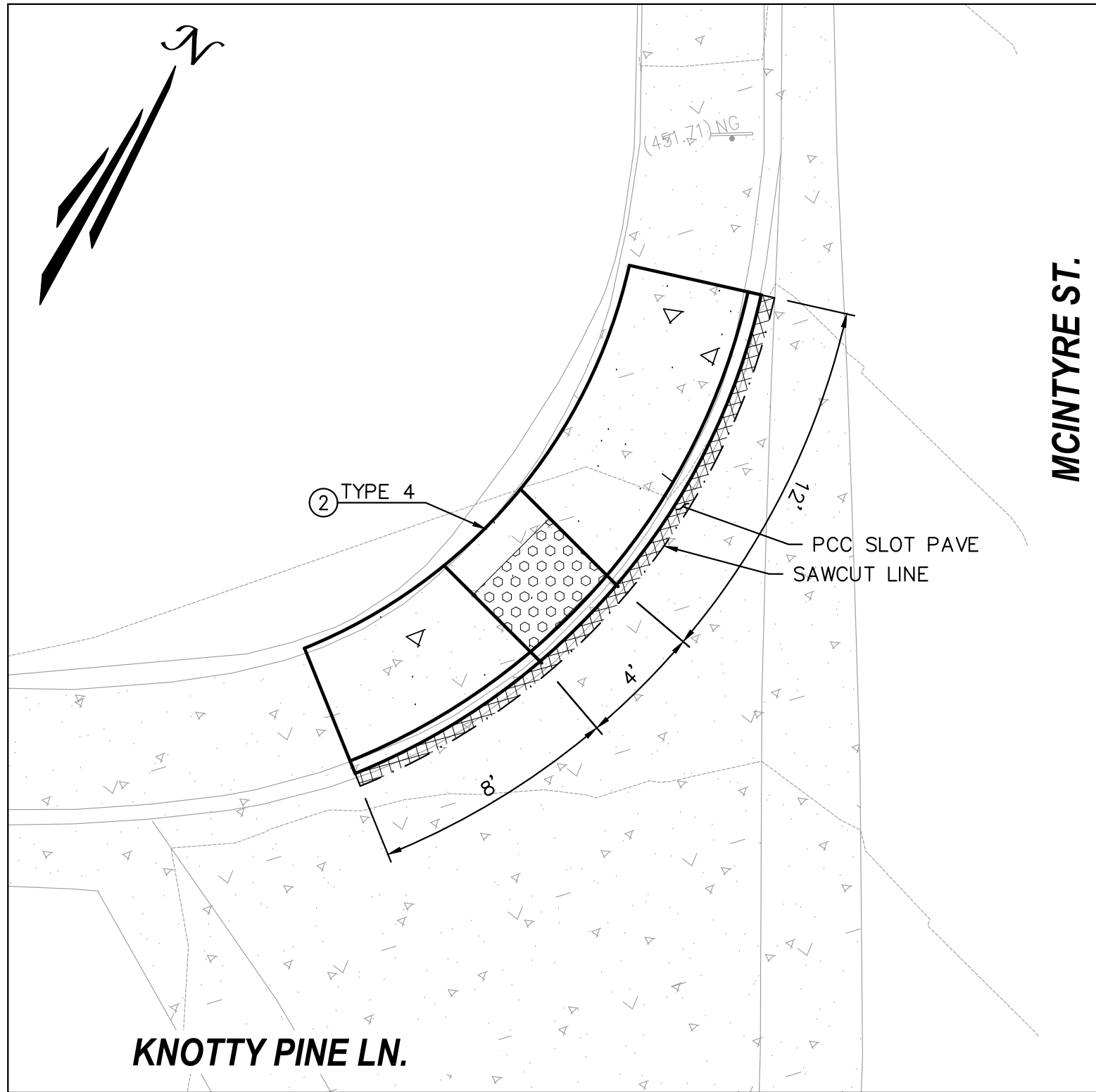
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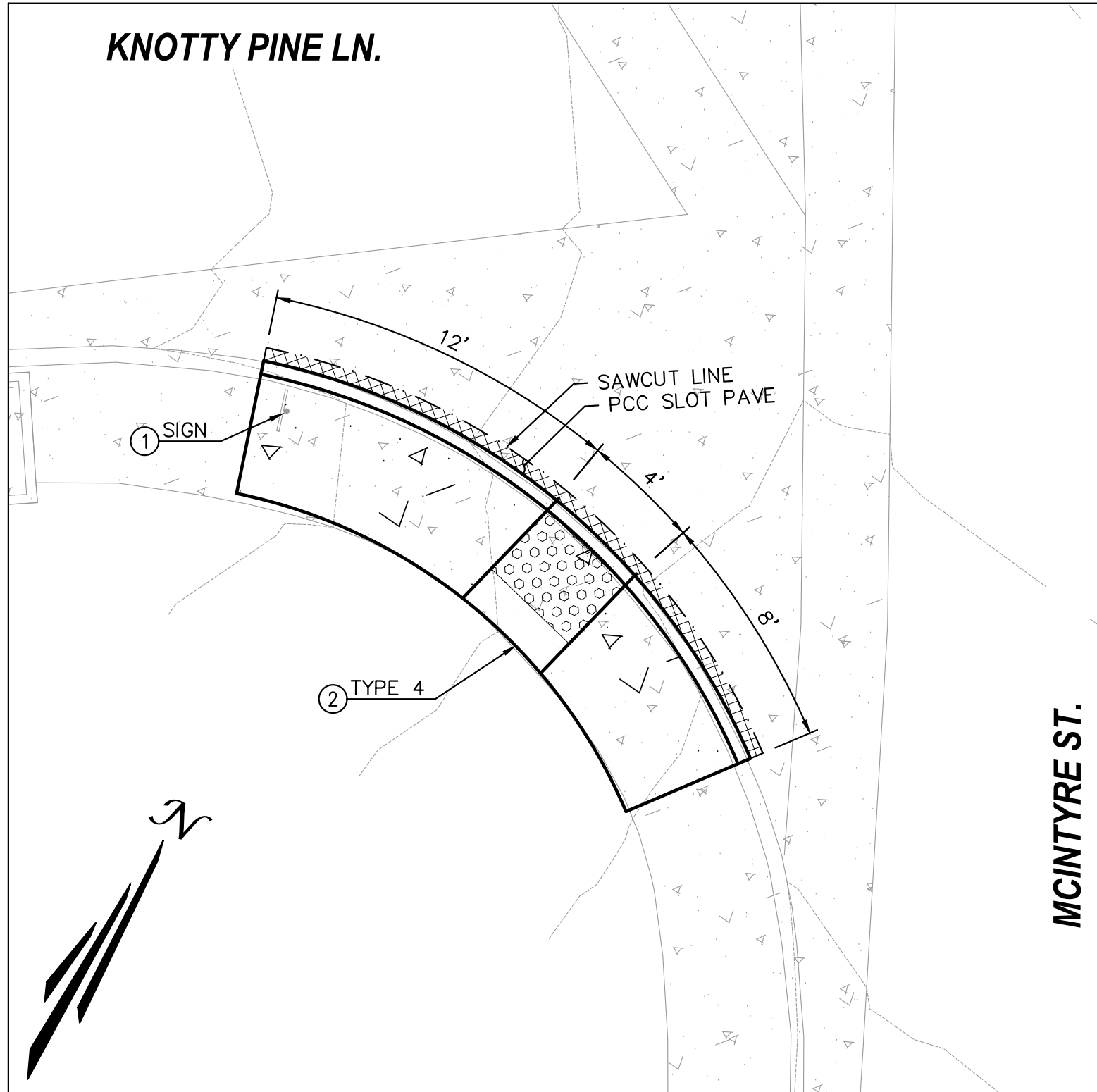
MCINTYRE ST. & SYCAMORE LANE – NW CORNER
CURB RAMP DETAIL #31
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'



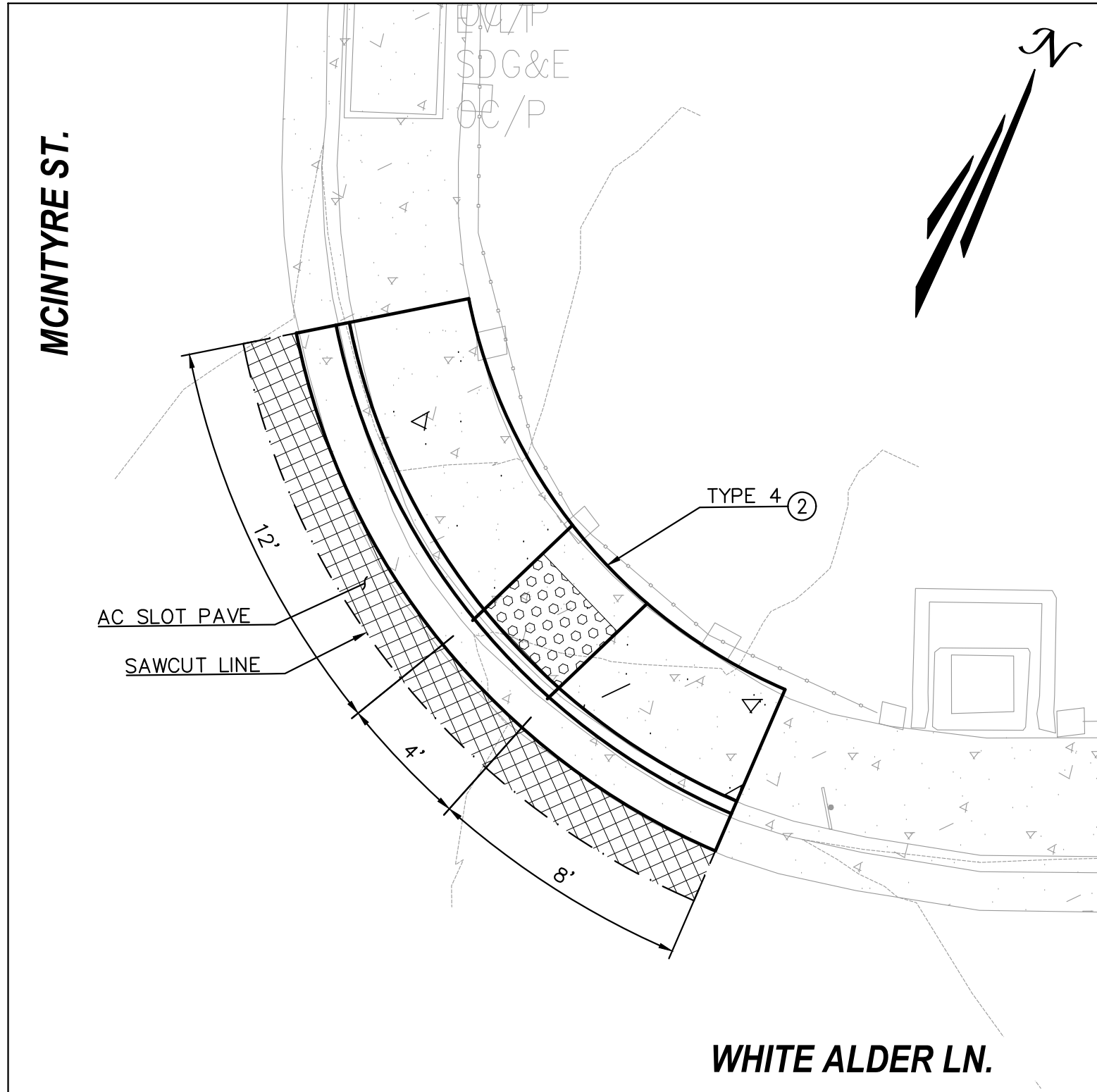
MCINTYRE ST. & SYCAMORE LANE – SW CORNER
CURB RAMP DETAIL #32
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'



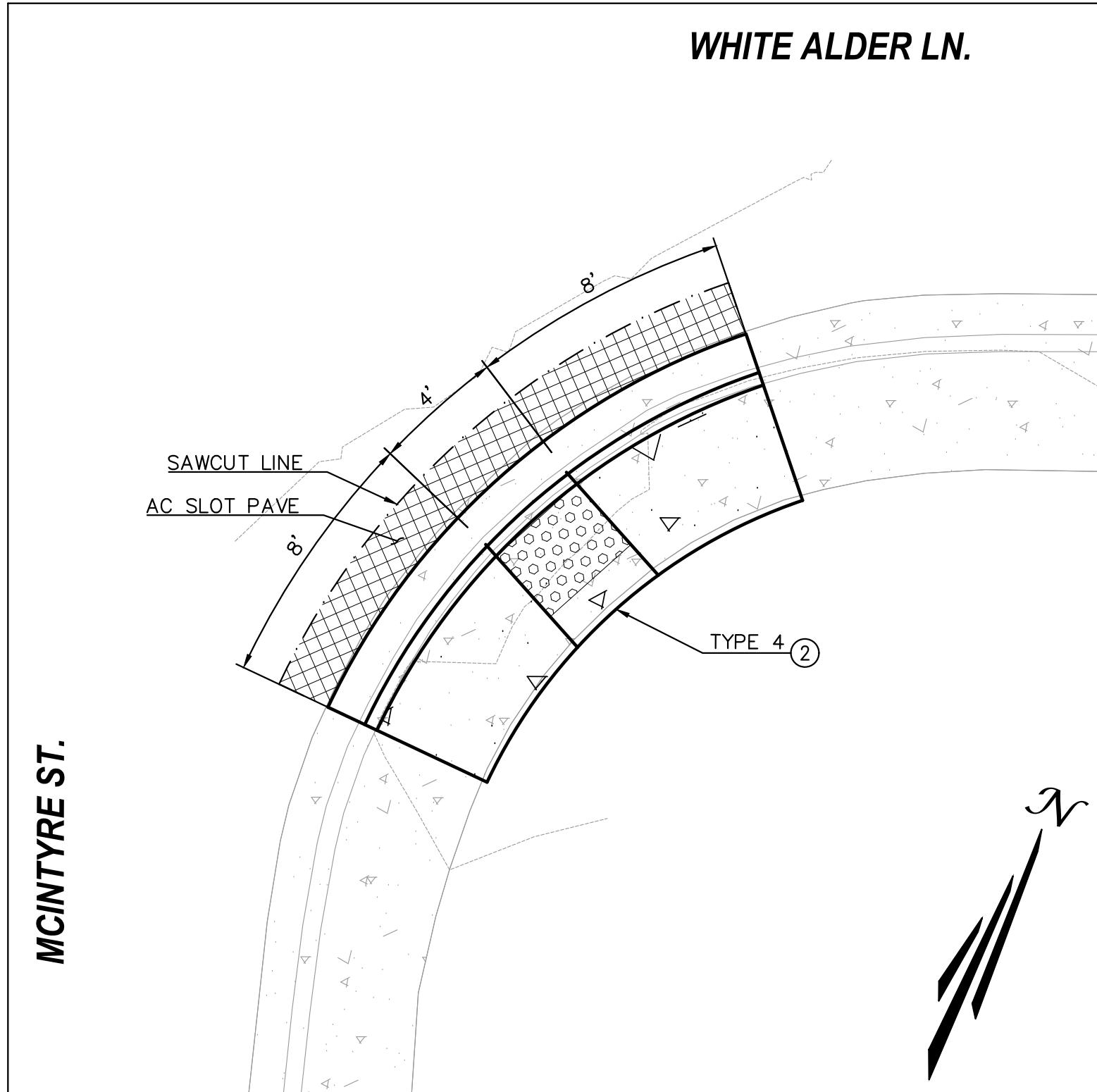
MCINTYRE STREET & KNOTTY PINE LANE – NW CORNER
CURB RAMP DETAIL #33
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'



MCINTYRE STREET & KNOTTY PINE LANE – SW CORNER
CURB RAMP DETAIL #34
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'



MCLNTYE STREET & WHITE ALDER LANE – NE CORNER
CURB RAMP DETAIL #35
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'



MCLNTYE STREET & WHITE ALDER LANE – SE CORNER
CURB RAMP DETAIL #36
OCPW STD. PLAN 1115. TYPE 4.
1" = 5'

CONSTRUCTION NOTES:

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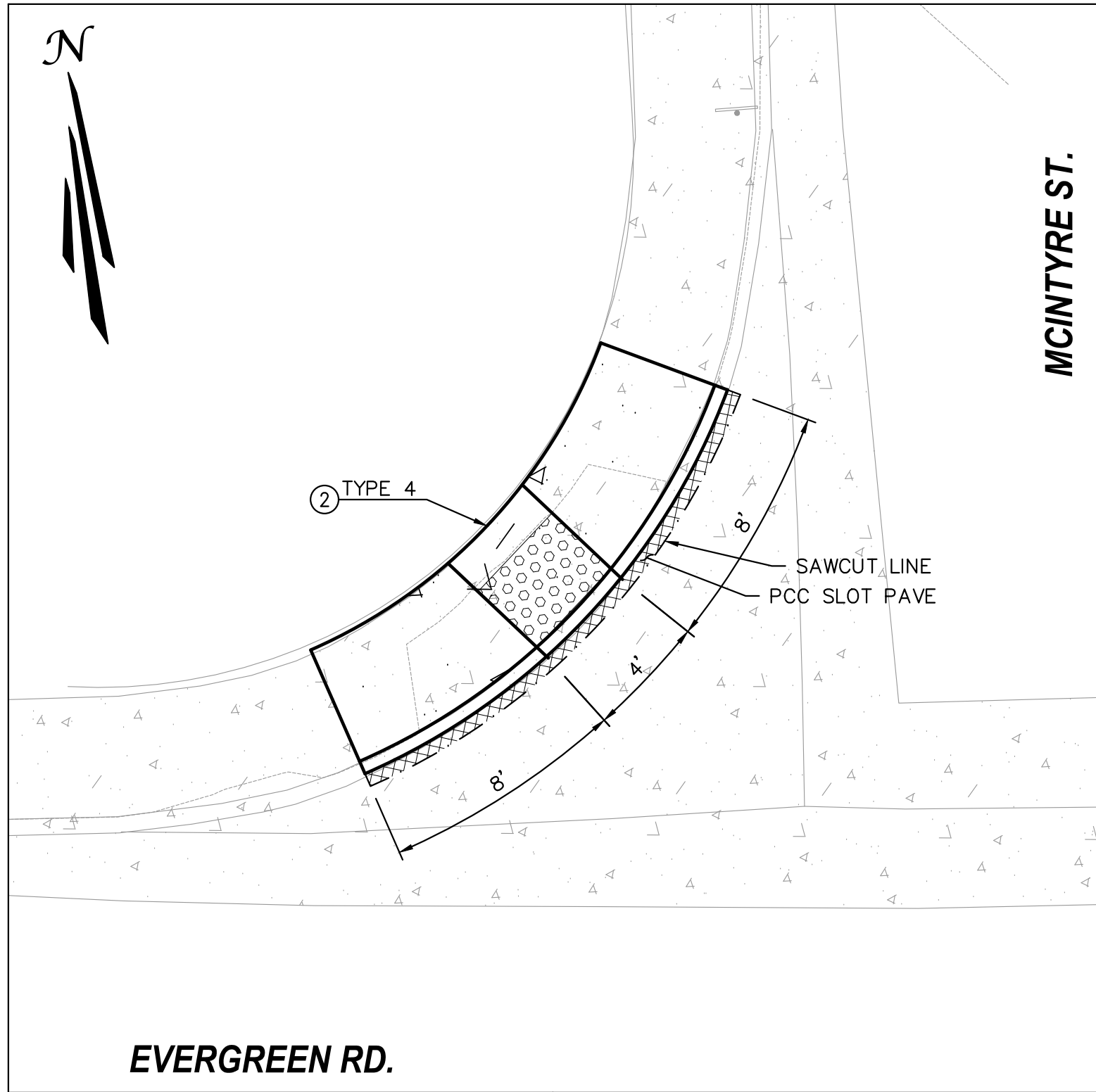
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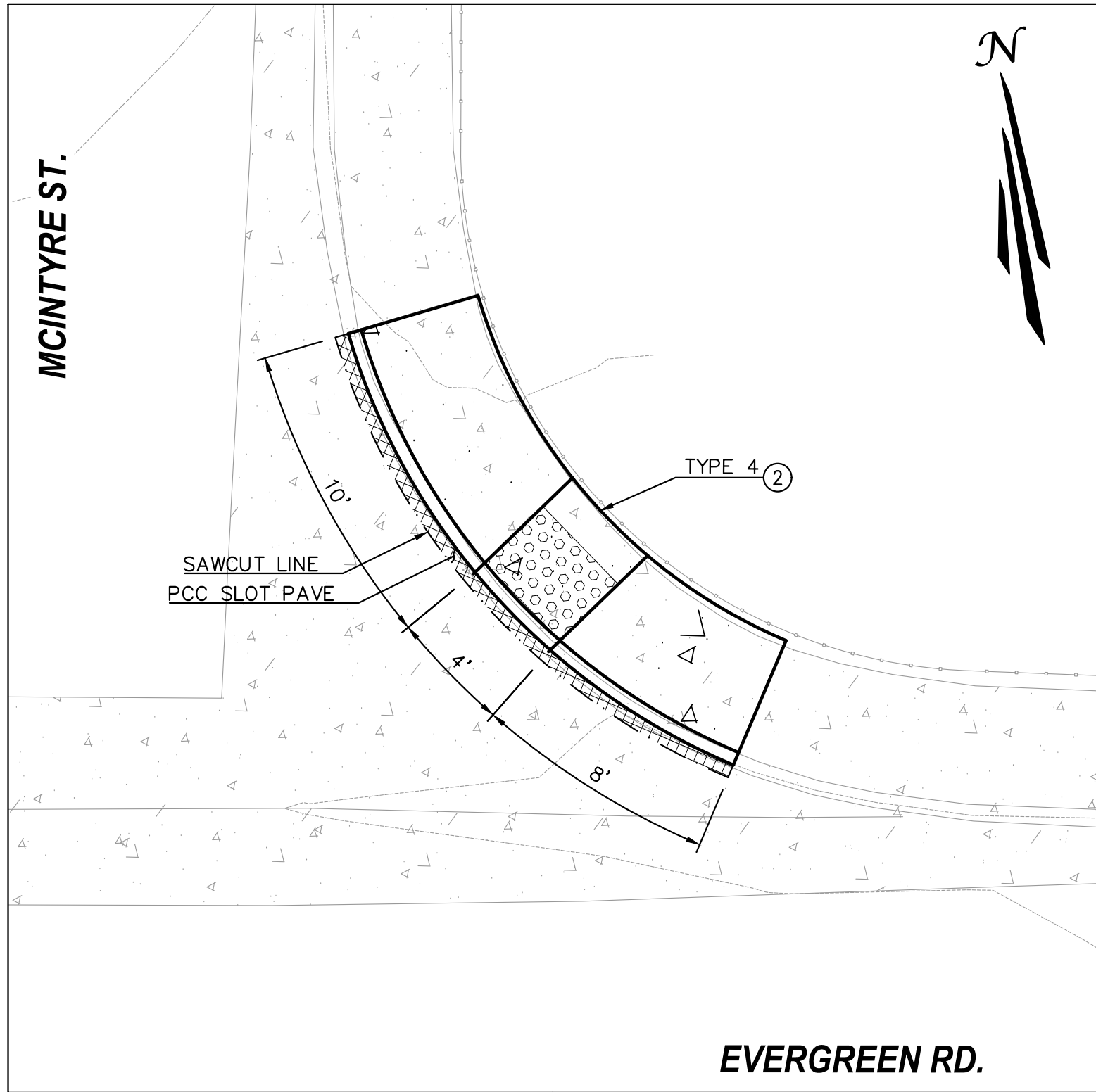
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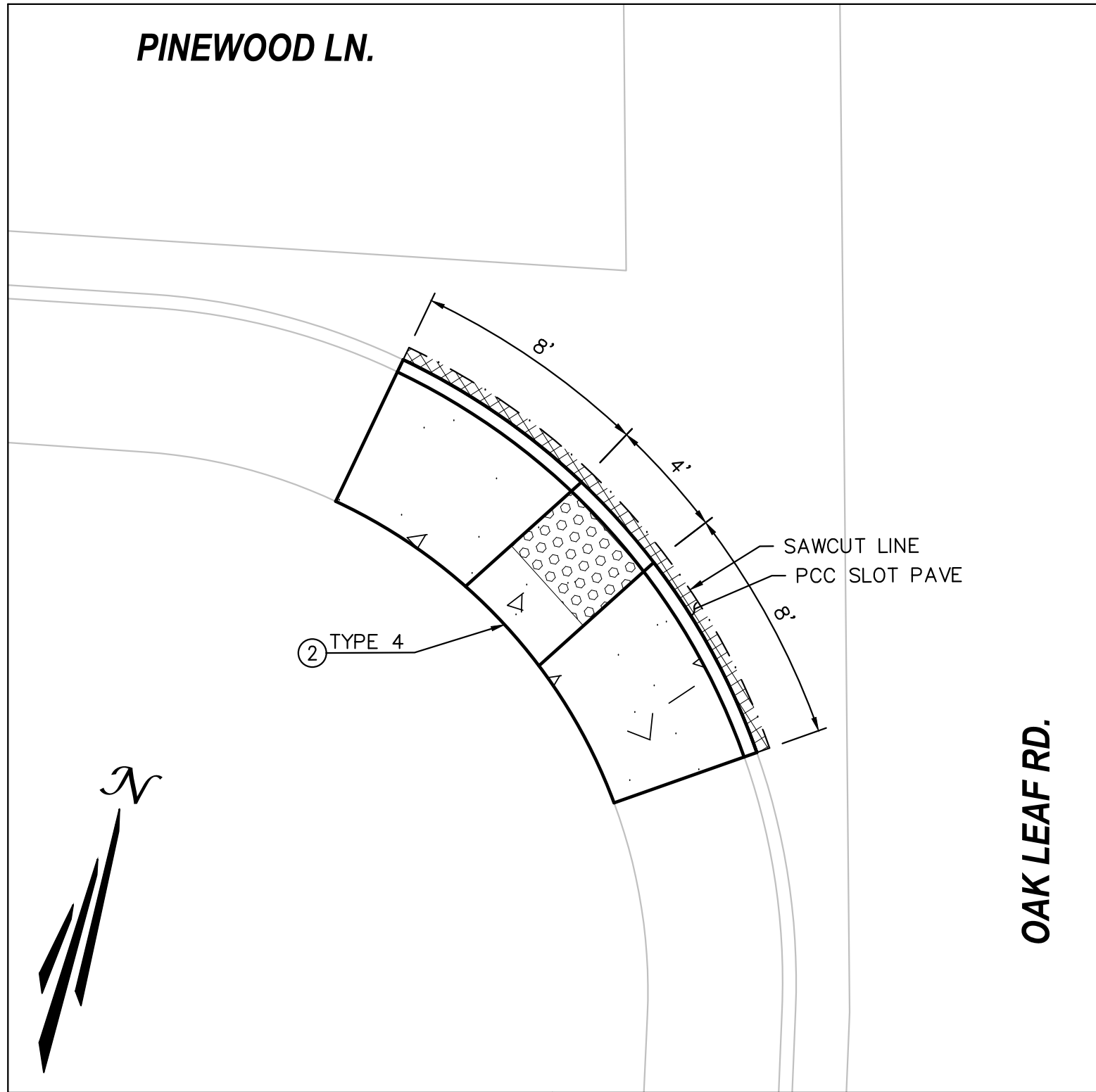
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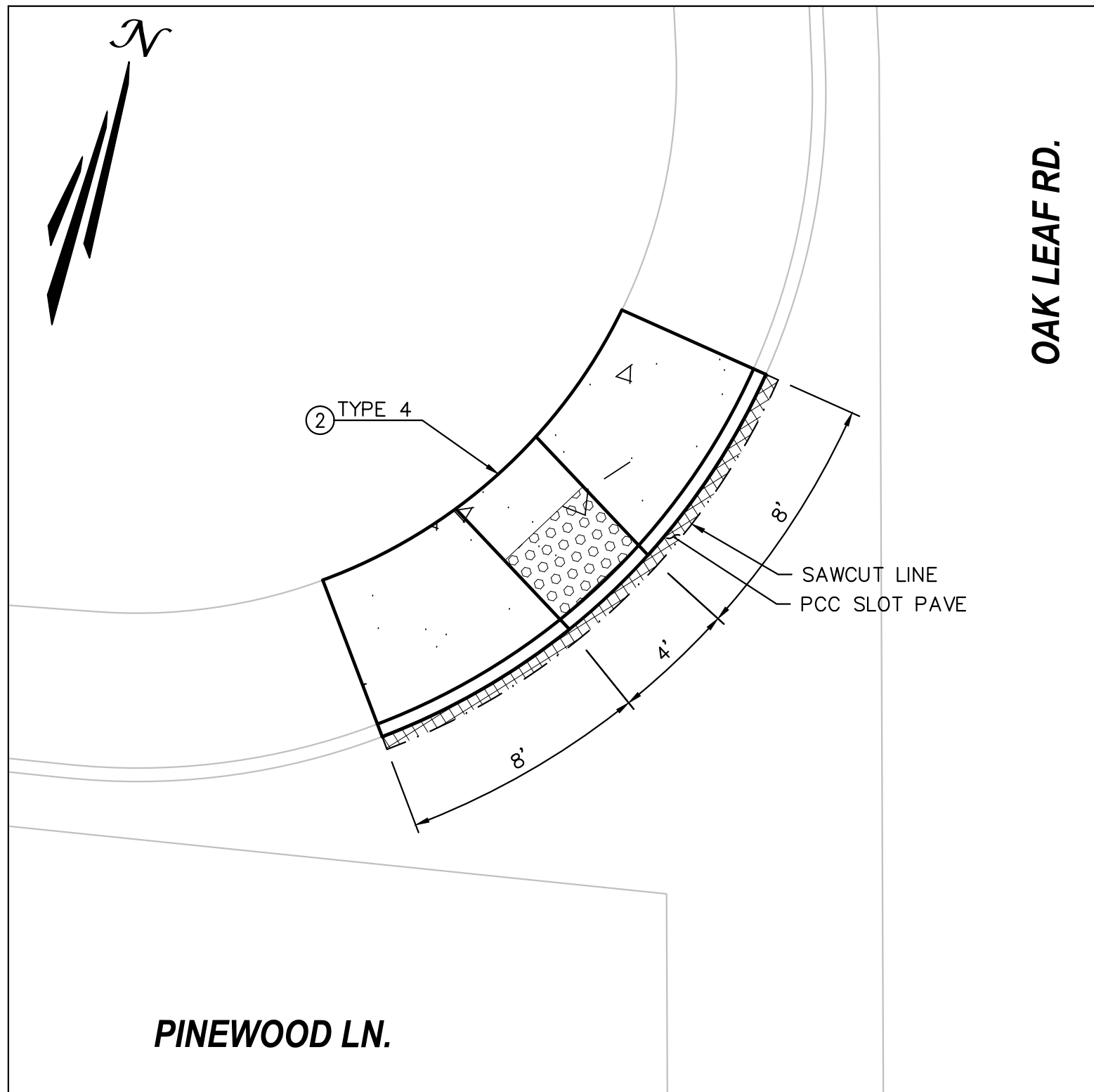
MCINTYRE STREET & EVERGREEN ROAD – NW CORNER
CURB RAMP DETAIL #37
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



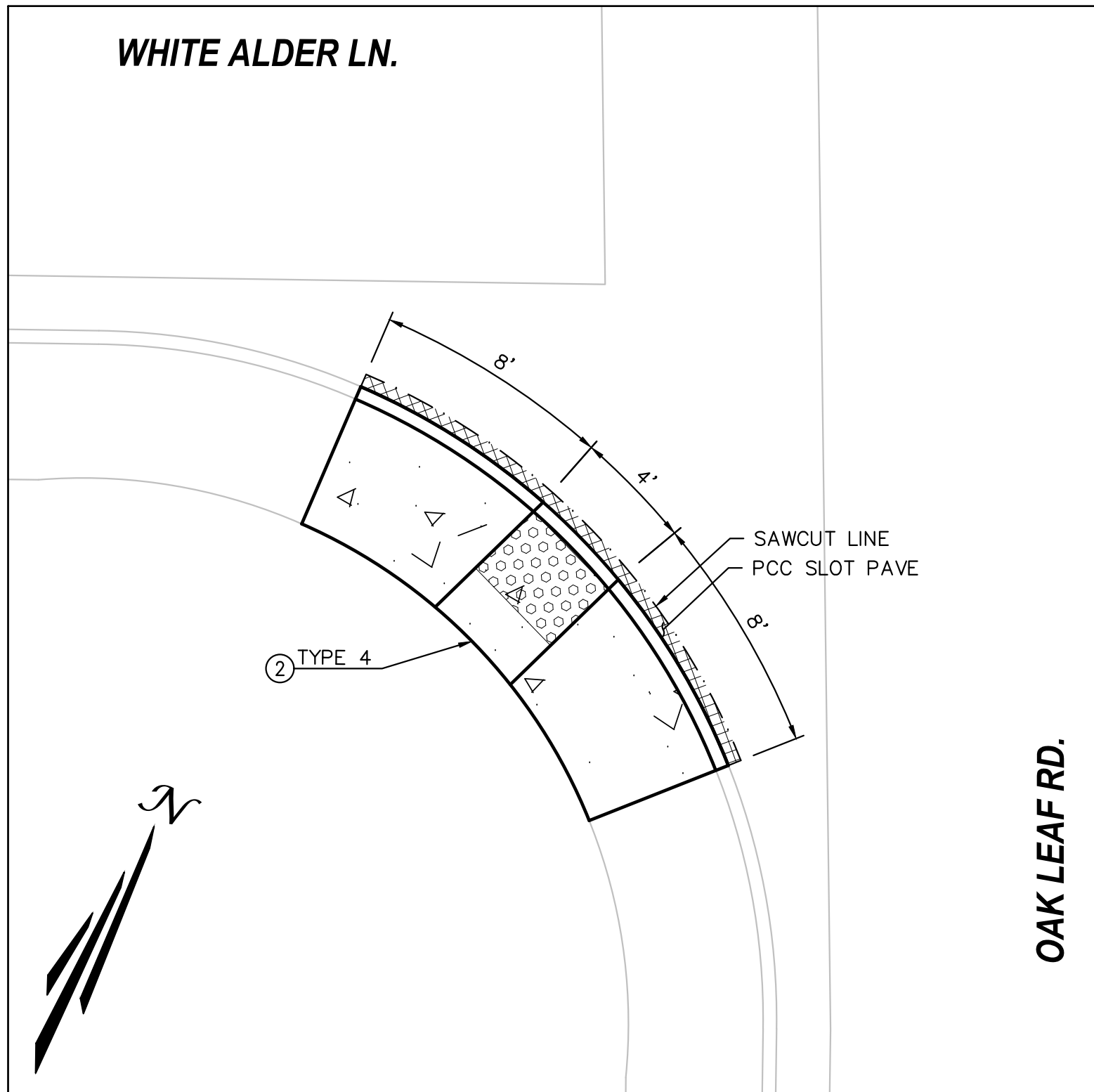
MCINTYRE STREET & EVERGREEN ROAD – NE CORNER
CURB RAMP DETAIL #38
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



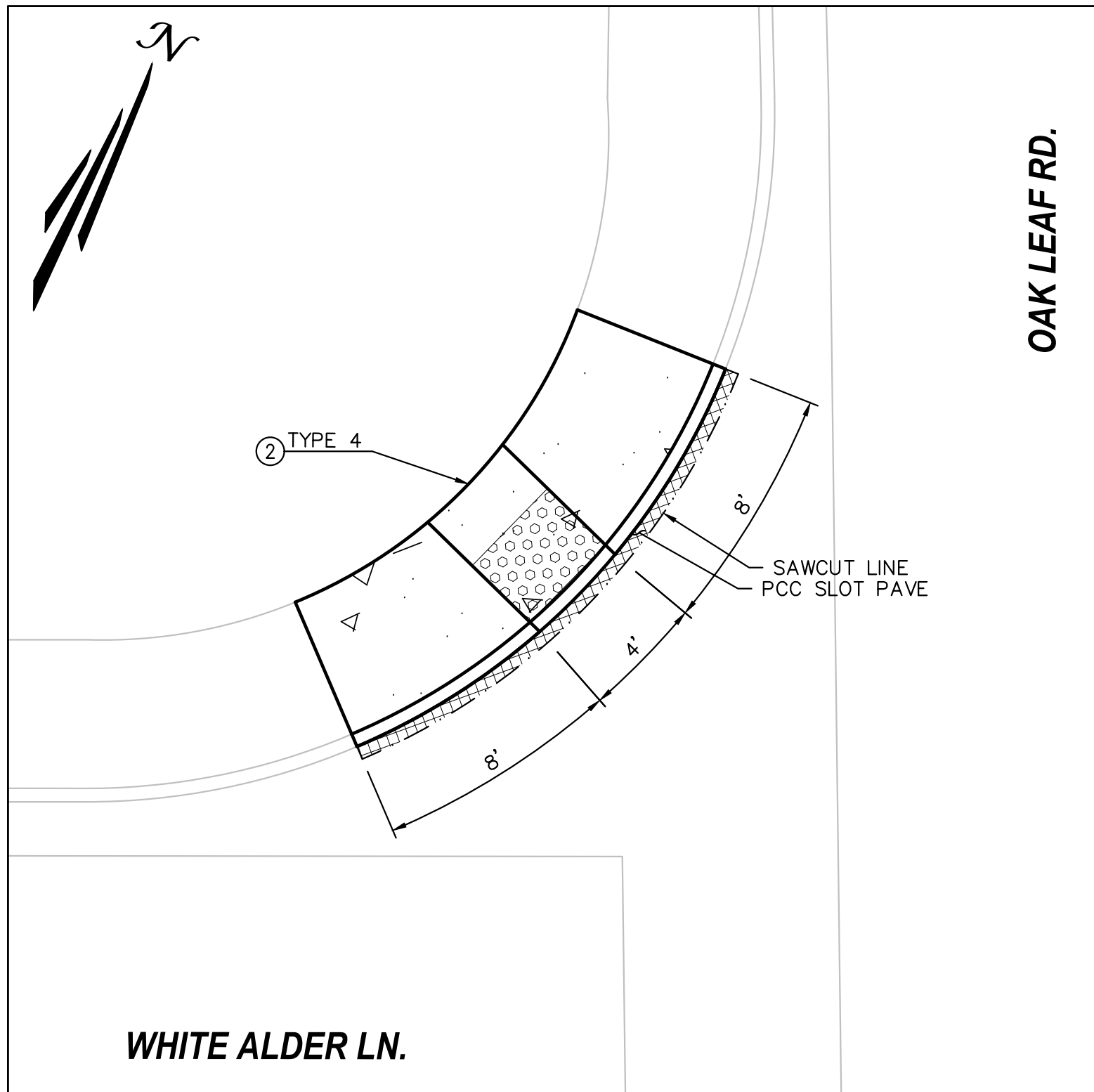
OAK LEAF ROAD & PINWOOD LANE – SW CORNER
CURB RAMP DETAIL #39
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



OAK LEAF ROAD & PINWOOD LANE – NW CORNER
CURB RAMP DETAIL #40
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



OAK LEAF ROAD & WHITE ALDER LANE – SW CORNER
CURB RAMP DETAIL #41
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'



OAK LEAD ROAD & WHITE ALDER LANE – NW CORNER
CURB RAMP DETAIL #42
OCPW STD. PLAN 1115, TYPE 4.
1" = 5'

CONSTRUCTION NOTES:

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Appendix D –HUD-4010 Federal Labor Standards Provisions

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: CA20250024 09/05/2025

Superseded General Decision Number: CA20240024

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025
5	03/28/2025
6	06/06/2025
7	08/01/2025
8	08/08/2025
9	08/15/2025
10	08/22/2025
11	09/05/2025

ASBE0005-002 09/01/2024

Rates	Fringes
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Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 39.94	20.65

ASBE0005-004 07/04/2022

Rates	Fringes
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Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 23.52	13.37
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* BRCA0004-010 05/01/2024

Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....\$ 45.53	20.29
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*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2024

Rates	Fringes
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MARBLE FINISHER.....\$ 43.38	15.36
TILE FINISHER.....\$ 37.96	13.77

TILE LAYER.....	\$ 51.82	19.32
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BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

CARP0213-001 01/01/2024

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 48.86	22.88
(2) Millwright.....	\$ 49.36	22.88
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 48.99	22.88
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 40.77	22.38
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre- drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by
piledrivers): \$0.13 per hour additional.

CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 48.86	22.88
STOCKER/SCRAPPER.....	\$ 20.80	9.97

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0011-001 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System Installer.....	\$ 46.47	3%+17.08

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0441-001 12/30/2024

	Rates	Fringes
CABLE SPLICER.....	\$ 62.99	24.79
ELECTRICIAN.....	\$ 60.22	24.71

* ELEC0441-003 06/30/2025

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 49.73	17.54
Technician.....	\$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems

Background-Foreground Music Intercom and Telephone
Interconnect Systems Sound and Musical Entertainment
Systems Nurse Call Systems Radio Page Systems School
Intercom and Sound Systems Burglar Alarm Systems
Low-Voltage Master Clock Systems Multi-Media/Multiplex
Systems Telephone Systems RF Systems and Antennas and Wave
Guide

C. *Fire Alarm Systems-installation, wire pulling and
testing.

D. Television and Video Systems Television Monitoring and
Surveillance Systems Video Security Systems Video
Entertainment Systems Video Educational Systems CATV and
CCTV

E. Security Systems, Perimeter Security Systems, Vibration
Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems,
Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in
raceways performed at the current electrician wage rate and
fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC0441-004 12/30/2024

	Rates	Fringes
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ELECTRICIAN (TRANSPORTATION
SYSTEMS, TRAFFIC SIGNALS &
STREET LIGHTING)

Cable Splicer/Fiber Optic		
Splicer.....	\$ 60.82	24.72
Electrician.....	\$ 60.22	24.71
Technician.....	\$ 45.17	24.26

SCOPE OF WORK: Electrical work on public streets, freeways,
toll-ways, etc, above or below ground. All work necessary
for the installation, renovation, repair or removal of
Intelligent Transportation Systems, Video Surveillance
Systems (CCTV), Street Lighting and and Traffic Signal work
or systems whether underground or on bridges. Includes
dusk to dawn lighting installations and ramps for access to
or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems
and components to control, monitor, and communicate with
pedestrian or vehicular traffic, included but not limited
to: installation, modification, removal of all Fiber optic
Video System, Fiber Optic Data Systems, Direct interconnect
and Communications Systems, Microwave Data and Video
Systems, Infrared and Sonic Detection Systems, Solar Power
Systems, Highway Advisory Radio Systems, highway Weight and
Motion Systems, etc.

Any and all work required to install and maintain any
specialized or newly developed systems. All cutting,
fitting and bandaging of ducts, raceways, and conduits.
The cleaning, rodding and installation of ""fish and pull
wires"". The excavation, setting, leveling and grouting of
precast manholes, vaults, and pull boxes including ground
rods or grounding systems, rock necessary for leveling and
drainage as well as pouring of a concrete envelope if

needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary to install the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 70.16		24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 53.30		22.26
(3) Groundman.....\$ 40.76		21.76
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 69.43		38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....\$ 64.10		38.75
(2) Dredge dozer.....\$ 58.13		38.75
(3) Deckmate.....\$ 58.02		38.75
(4) Winch operator (stern winch on dredge).....\$ 57.47		38.75
(5) Fireman-Oiler, Deckhand, Bargeman,		

Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
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OPERATOR: Power Equipment
(All Other Work)

GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material

environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system

(below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar

types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator;

Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state

line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along

the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 55.88	23.77
GROUP 2.....	\$ 54.93	23.77
GROUP 3.....	\$ 51.39	23.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar

type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00652-001 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 53.60	25.74
GROUP 2.....	\$ 53.92	25.74
GROUP 3.....	\$ 54.38	25.74
GROUP 4.....	\$ 55.07	25.74
LABORER		
GROUP 1.....	\$ 46.48	25.95
GROUP 2.....	\$ 47.03	25.95
GROUP 3.....	\$ 47.58	25.95
GROUP 4.....	\$ 49.13	25.95
GROUP 5.....	\$ 49.48	25.95

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or

wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading

agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00652-003 07/01/2024

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB01184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 47.94	20.86
(2) Vehicle Operator/Hauler.	\$ 48.11	20.86
(3) Horizontal Directional Drill Operator.....	\$ 49.96	20.86
(4) Electronic Tracking Locator.....	\$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 49.30	23.97
GROUP 2.....	\$ 50.60	23.97
GROUP 3.....	\$ 52.61	23.97
GROUP 4.....	\$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system

installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/06/2025

	Rates	Fringes
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LABORER

PLASTER CLEAN-UP LABORER....	\$ 46.17	25.97
PLASTER TENDER.....	\$ 48.72	25.97

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
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Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2024

	Rates	Fringes
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DRYWALL FINISHER/TAPER.....	\$ 49.33	26.82
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PAIN0036-015 01/01/2025

	Rates	Fringes
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GLAZIER.....	\$ 53.05	30.64
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FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2025

	Rates	Fringes
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SOFT FLOOR LAYER.....	\$ 45.15	19.43
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PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

 PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

 PLUM0016-001 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 57.67	25.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 44.24	23.96
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 59.48	26.61

 PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

 * ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER.....	\$ 52.63	20.73

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

 SFCA0669-008 01/01/2025

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.45	28.50

SFCA0709-003 09/01/2023		

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 54.29	32.00

SHEE0105-003 01/01/2025		

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

TEAM0011-002 07/01/2025		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.59	35.69
GROUP 2.....	\$ 41.74	35.69
GROUP 3.....	\$ 41.87	35.69
GROUP 4.....	\$ 42.06	35.69
GROUP 5.....	\$ 42.09	35.69
GROUP 6.....	\$ 42.12	35.69
GROUP 7.....	\$ 42.37	35.69
GROUP 8.....	\$ 42.62	35.69
GROUP 9.....	\$ 42.82	35.69
GROUP 10.....	\$ 43.12	35.69
GROUP 11.....	\$ 43.62	35.69
GROUP 12.....	\$ 44.05	35.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by

computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Joe Ames, Interim City Manager
Issue: Informal Bidding Ordinance Use Quarterly Report for Public Works Projects

Recommendation: That the City Council receive and file the report.

Background:

On October 24, 2023, the City Council adopted an Ordinance adding Chapter 3-36 (Informal Bidding – Public Projects) to Title 3 (Revenue and Finance) of the Laguna Hills Municipal Code to provide informal bidding procedures in accordance with the Uniform Public Construction Cost Accounting Act.

Chapter 3-36 reduces contract award process time, improves the timeliness of project completion, reduces paperwork, and simplifies overall project administration for “public projects” more than \$5,000 and up to \$200,000. “Public projects” are defined to include: construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility. This definition also includes painting or repainting of any publicly owned, leased, or operated facility (Public Contract Code Section 22002).

During the discussion of the adoption of the Ordinance, City Council directed that City staff prepare a quarterly report for City Council review of the use of Chapter 3-36 for public projects that were let by negotiated contract. Under Chapter 3-36, the City Manager may let public projects of \$60,000 or less by negotiated contract. Public projects over \$60,000 up to \$220,000 may use a streamlined procedure for bidding, but the contract must be awarded by City Council. (\$220,000 is the latest limit adopted for informal bidding by the California Uniform Construction Cost Accounting Commission.)

Attached is a list of public projects during the most recent quarter (for the period of July 1, 2025 through September 30, 2025) let by negotiated contracts between \$5,000 and \$60,000.

Fiscal Impact:

The public projects during the most recent quarter let by negotiated contracts totaled \$110,240.04. The attached report details the account numbers from which each invoice was paid. Sufficient budget was available in each account number for the work.

Attachments:

1. Quarterly Informal Bidding Ordinance Report July 1 through September 30 2025

Vendor	Invoice #	Post Date	Amount	Account #	Description of Services
CDF Distributors	CalCard (5166) 08.06.25	08/06/2025	\$ 5,258.93	100-355-645500 Facility Maintenance & Repairs	Conference Room Doors
Irvine Fence Inc	CABOT PARK LOW FIELD	07/10/2025	\$ 17,500.00	100-355-910000 Furniture & Equipment	Chain Link Fence, Jul '25
Jamey Clark, Inc.	76862	09/18/2025	\$ 7,739.94	600-255-950505 Civic Center Improvements	City Hall, New Doors, CIP #505, Sep '25
Jamey Clark, Inc.	76863	09/18/2025	\$ 10,201.17	600-255-950505 Civic Center Improvements	City Hall, Wellness Room, CIP #505, Sep '25
Jamey Clark, Inc.	76821	09/18/2025	\$ 11,275.00	600-255-950505 Civic Center Improvements	City Hall, Conf Room Wall Build, CIP #505, Aug '25
Jamey Clark, Inc.	76575	07/17/2025	\$ 48,850.00	600-255-950505 Civic Center Improvements	Stucco Wall Repair, CIP #505, Jul '25
Mastercare Protection and Cleaning Inc	39944	09/18/2025	\$ 9,415.00	100-355-645500 Facility Maintenance & Repairs	Elec & File Rooms Remediation & Clearance Testing
TOTAL:			\$ 110,240.04		



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: Development Application Status Report

Recommendation: That the City Council receive and file the report.

Background:

The City Council has indicated that based on potential impact(s) to the community, certain projects warrant a regular status update. The purpose of this Status Report is to identify new and pending major development applications in process with the City's Community Development Department which will require a public hearing. Links to project documents are available on the City's website at: <https://lagunahillsca.gov/PlanningProjects>.

Case Number	USE-0231-2025 (CUP)
Project Location	23297 South Pointe Drive
Project Description	Request for conditional use permit to establish a community care facility in the Mixed Use (MXU) zone.
Applicant	Daniel Avdee, Manifest Behavioral Health
Project Planner	Elizabeth Yee, Contract Planner
Status	The application was submitted on August 1, 2025. Staff is currently processing the application and plans; the item will be scheduled for public hearing when ready.

Case Number	USE-0211-2025 (SDP/VTTM)
Project Location	23161 Mill Creek
Project Description	Request to redevelop a 2.34-acre commercial office property with 36 residential units.
Applicant	Aylene Chu, on behalf of Toll West Coast, LLC (Toll Brothers) for Khoshbin Hillside, LLC (Property Owner)
Project Planner	David Blumenthal, Contract Planner
Status	This project was initially submitted as a preliminary application under SB 330 on December 18, 2024. The formal development application was submitted on January 30, 2025. To date, the application has been deemed incomplete twice (February 28, 2025, and May 1, 2025), with the most recent resubmittal of the application by the Applicant received by staff on May 9, 2025. On May 28, 2025, the application was deemed complete. On August 22, 2025, the City submitted a letter to the Applicant identifying reasons the proposed Project is, or potentially is, inconsistent, not in compliance, or not in conformity with City plans, programs, policies, ordinances, standards, and requirements. The applicant resubmitted plans on September 9, 2025. The project was reviewed by Staff in accordance with Gov. Code §65589.5. Staff is continuing to work with the Applicant on various aspects of the application.

Case Number	USE-0209-2025 (SDP/VTTM)
Project Location	23272, 23282, 23422, 23382, 23332 Mill Creek Drive; 24461, 24411 Ridge Route Drive
Project Description	Request to construct 464 residential units.
Applicant	John Stack, on behalf of Ridge Route LLC, KB Mill Creek DST, KB Spectrum Summit Plaza, LLC
Project Planner	David See, Contract Planner
Status	This project was initially submitted as a preliminary application under SB 330 on October 29, 2024. The formal development

	application was submitted on January 23, 2025. On April 18, 2025, staff notified the Applicant that the application was officially determined to be complete. Staff reviewed the entire application for consistency with applicable development standards in accordance with Gov. Code §65589.5. On June 17, 2025, a letter was sent to the Applicant identifying reasons the proposed Project is, or potentially is, inconsistent, not in compliance, or not in conformity with City plans, programs, policies, ordinances, standards, and requirements. On September 26, 2025, the Applicant resubmitted their application and notified the City of its position that the Project is exempt from review under CEQA pursuant to AB 130. Staff is reviewing the application and evaluating the Project's eligibility for the AB 130 CEQA exemption. Accordingly, the City sent a notice to the tribes of the tribal consultation process under AB 130. The tribes have 60 days to request consultation.
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Case Number	USE-0166-2023 (SDP/TPM/PUP/PP)
Project Location	24422 Avenida de la Carlota, Oakbrook Plaza
Project Description	A request to construct a new 240-unit senior living apartment complex in a 7-story, podium-style development with four residential levels located above four parking levels, including one subterranean parking level. The existing office building on site will remain, with parking for the office building provided in the new parking structure.
Applicant	Matt Haugen, BSP Oakbrook LLC
Project Planner	Adam Pisarkiewicz, Contract Planner
Status	On April 11, 2024, a letter was sent to the Applicant deeming the Application complete. On June 10, 2024, a letter was sent to the Applicant identifying reasons the proposed Project is, or potentially is, inconsistent, not in compliance, or not in conformity with City plans, programs, policies, ordinances, standards, and requirements. On July 30, 2024, a letter was sent to the Applicant identifying additional technical review comments. In response to the technical comments from the City, the Applicant resubmitted plans to the City on April 1, 2025, and an updated traffic analysis

	on April 15, 2025. On June 11, 2025, Staff notified the Applicant of additional comments based on a further technical review that will need to be addressed prior to scheduling the project for a public hearing. On July 17, 2025, the Applicant resubmitted documents related to the City's technical review comments. The Applicant resubmitted plans to address staff's comments on July 21, 2025 and August 25, 2025. On July 16, 2025, the City sent out notices inviting Native American Tribes the opportunity to consult on the environmental review process pursuant to CEQA and AB 52. On July 24, 2025, the Project Applicant notified the City of its position that the Project is exempt from review under CEQA pursuant to the newly enacted AB 130. Accordingly, the City sent a new notice to the tribes of the revised tribal consultation process under AB 130. The tribes have 60 days to request consultation. Staff is evaluating the project's eligibility for the AB 130 CEQA exemption.
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Case Number	USE-0165-2023 (ZTA/TTM/SDP)
Project Location	23272 – 23282 Mill Creek Drive
Project Description	Request to construct 48 detached residential condominium units.
Applicant	John Stack, on behalf of KB Spectrum Summit Plaza, LLC
Project Planner	Jay Wu, Senior Planner
Status	On May 3, 2024, a letter was sent to the Applicant deeming the Application complete. On August 28, 2024, a letter was sent to the Applicant identifying additional technical review comments and informing the Applicant of significant design concerns. On October 29, 2024, the Applicant submitted an application for a larger development that includes this property. Staff is currently awaiting a withdrawal of the Application or resubmittal of plans. The Applicant has stated that they do not intend to withdraw the application until the newer application is closer to entitlement.

Case Number	USE-0195-2024 (SDPM)
Project Location	24795 Alicia Parkway

Project Description	Converting an existing full service carwash to an express carwash.
Applicant	A&S Engineering, on behalf of Southland Property Investments, LLC
Project Planner	Jay Wu, Senior Planner
Status	The application was submitted on November 12, 2024. The most recent letter stating that the application remained incomplete with a list of items needed to continue processing the application was sent to the Applicant on May 14, 2025. Staff is currently awaiting resubmittal of plans; the item will be scheduled for public hearing when ready.

Case Number	USE-0172-2024 (CPMA)
Project Location	23521 Paseo de Valencia
Project Description	Request to construct carports in the Taj Mahal parking lot to accommodate solar panels.
Applicant	Alisha Cosio, on behalf of Valta Energy
Project Planner	Jay Wu, Senior Planner
Status	On March 29, 2024, a letter was sent to the Applicant deeming the Application incomplete. Staff is currently awaiting resubmittal of plans; the item will be scheduled for public hearing when ready.

Attachments:

None



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Chair and Agency Members
From: Jennifer Lowe, Community Development Director
Kaden Likins Contract Assistant Planner
Issue: Conditional Use Permit (CUP) No. USE-0233-2025, a request by Adrian Freire of Mudd Industries, Inc. on behalf of property owners, Albert Ong and Jaynie Poon, for Approval of a Proposed Roof Deck on a Detached Rear Yard Accessory Structure Located at 25526 Lone Pine Circle

Recommendation: That the Planning Agency:

1. Conduct a public hearing;
2. Find and determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (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 (CUP) No. USE-0233-2025, a Request by Adrian Freire of Mudd Industries, Inc. on Behalf of Property Owners, Albert Ong and Jaynie Poon, for Approval of a Roof Deck Above a New Detached Rear Yard Accessory Structure with an Attached Patio Cover at 25526 Lone Pine Circle, Including an Exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Article 19 Section 15303 (Class 3, New Construction or Conversion of Small Structures)."

Background:

The subject residential property, located at 25526 Lone Pine Circle, is within the Estate

Residential (ER) zoning district and the Nellie Gail Ranch Community. The property is approximately 35,600 square feet in area and consists of an approximately 6,010 square foot single-family home. Existing conditions for the site include the primary residence and a portion of the rear yard at grade level with the street; however, the rear portion of the lot includes a downward slope to the properties below. The portion of the rear yard at grade level consists of a pool, deck, covered patio, and a sunken firepit. The firepit and covered patio are proposed to be removed. The property submitted plans for a building permit (BLDR-0137-2025) for the addition of a detached 820-square-foot gym with an 820-square-foot roof deck and a 470-square-foot covered patio attached. Figure 1 below is a vicinity map of the Project:



Authority:

Laguna Hills Municipal Code (“LHMC”) Chapter 9-40 (Design Regulations and Standards) provides general design guidelines and development standards to assist applicants in designing projects. LHMC Section 9-40.180 specifies that roof decks may be permitted, subject to the approval of a conditional use permit (“CUP”).

The review process for a CUP is detailed in LHMC Section 9-92.080(C), which establishes the procedure the City must follow when evaluating such requests. CUPs are used to evaluate uses that may have a moderate to high potential impact on adjacent properties or the surrounding community, particularly due to their operational characteristics. When appropriate, a CUP may be approved with specific conditions to ensure the proposed use is compatible with the neighboring uses and consistent with community standards.

LHMC Section 9-40.180 (Roof Decks) specifies that roof decks are subject to the approval of a CUP. Additionally, LHMC Section 9-70 (Accessory Structures) provides regulations for specific accessory structures. Any accessory structure that is not listed or

does not meet the standards defined in LPMC Section 9-70, is required to meet the standards of the applicable zoning district. Although the proposed roof deck is located on top of an accessory structure, the accessory structure and its use as a personal gym is not part of this application review. The accessory structure and its proposed use complies with the local development standards; therefore, the accessory gym is not subject to the proposed CUP.

Staff prepared findings demonstrating that the proposed CUP complies with the Zoning Code, Estate Residential zoning district, and the General Plan. These findings are stated in the Proposed Resolution of Approval (Attachment 1).

Proposal & Analysis:

Adrian Freire ("Applicant"), on behalf of the property owners, requests approval of CUP No. USE-0233-2025 to construct an approximately 820 square foot roof deck above a newly constructed detached gym located within the rear yard (Attachment 2). The Property Owners, Albert Ong and Jaynie Poon, are proposing to terrace the existing slope in the rear yard to support the construction of the detached accessory gym. Upon terracing the rear portion of the property, the highest point of the detached gym would be at grade with immediately accessible rear yard of the main residence. The Project was designed to allow the roof of the detached gym to also serve as a roof deck and expand the accessible area of the existing rear yard patio area.

A roof deck is not a defined accessory structure within LPMC Section 9-70. Therefore, it is subject to the development standards of the Estate Residential (ER) zoning district as detailed in LPMC Table 9-12.050. The proposed roof deck meets the standards of the Estate Residential zoning district. The required side setback back for an interior lot within the ER zoning district is eight feet (8'-0"). The roof deck is setback 10'-9" from the northern property line and approximately 80 feet from the southern property line. The required rear setback for the Estate Residential zoning district is 25 feet and the roof deck is setback 33'-6" from the rear property line. The height of the roof deck atop the detached gym is 10'-8", which is under the maximum height of 35 feet. The proposed roof deck has met the applicable development standards of the Estate Residential zoning district.

California Building Code requires that decks have a safety railing 42 inches in height. To ensure the roof deck complies with this requirement, and to diminish visual impact from any off-site location, the applicant is proposing a 42-inch handrail. The 42-inch handrail is not included in the 10'-8" height of the detached gym structure. The height of the structure including the handrail is 14'-2", which remains compliant with the

maximum height allowed.

Staff does not anticipate there to be adverse effects on the adjacent properties as the roof deck is setback further than the required side and rear setbacks. Additionally, the height of the roof deck complies with the allowed height of the zoning district. The property is a standard interior lot and with the proposed site improvements can accommodate the proposed roof deck. The design of the roof deck, with the detached gym below, results in the appearance of an extended rear yard patio.

Conclusion:

Staff recommends the Planning Agency approve the proposed CUP, subject to the conditions of approval in the attached resolution. The proposed roof deck complies with the requirements of the LHMC, Estate Residential zoning district and with the requirements of the General Plan Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Estate Residential designation is envisioned as single-family residential neighborhoods in hillside areas. The roof deck is compatible with the General Plan's description of the desired uses, by providing an accessory structure for the single-family home. Therefore, Staff recommends approval of CUP No. USE-0233-2024.

Public Notice:

The proposed project was advertised in an adjudicated newspaper of general circulation on October 16, 2025. A total of 30 public hearing notices were mailed, which includes all property owners within a 300-foot radius of the subject property. To date, no comments have been received. Any written comments received will be distributed at the Planning Agency Public Hearing.

CEQA Findings:

Staff reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15303 (Class 3, New Construction or Conversion of Small Structures). A Class 3 categorical exemption consists of the construction and location of limited numbers of new, small facilities or structures. The proposed roof deck is consistent with the Class 3 categorical exemption as it is deemed an accessory structure to the property.

Attachments:

1. Proposed Resolution of Approval
2. Project Plans

RESOLUTION NO. PA2025-10-28-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. USE-0233-2025, A REQUEST BY ADRIAN FREIRE OF MUDD INDUSTRIES, INC. ON BEHALF OF PROPERTY OWNERS, ALBERT ONG AND JAYNIE POON, FOR APPROVAL OF A ROOF DECK ABOVE A NEW DETACHED REAR YARD ACCESSORY STRUCTURE WITH AN ATTACHED PATIO COVER AT 25526 LONE PINE CIRCLE, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES ARTICLE 19 SECTION 15303 (CLASS 3, NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES)

The Planning Agency of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, Adrian Freire, Project Applicant (the “Applicant”) on behalf of Property Owner’s Albert Ong and Jaynie Poon (the “Property Owners”), has filed an application for Conditional Use Permit (CUP No. USE-0233-2025), a request for approval of a roof deck on a detached accessory structure located at 25526 Lone Pine Circle, in the Estate Residential zoning district (“Project”); and

WHEREAS, the Project is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Article 19 Section 15303 (Class 3, New Construction or Conversion of Small Structures). This exemption applies to the construction and location of limited numbers of new, small facilities or structures; and

WHEREAS, Approval of a conditional use permit is required pursuant to Laguna Hills Municipal code (LHMC) Section 9-40.180 for the Project, inclusive of the development of “roof deck” on top of an Accessory Structure used as a gym; and

WHEREAS, on October 28, 2025, the Planning Agency held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. That Planning Agency hereby determines that the required findings by the City for approval of Conditional Use Permit CUP No. USE-0233-2025 have been met and made as follows:

Conditional Use Permit

1. The proposed use is consistent with the General Plan.

The proposed use complies with all requirements of the General Plan, and is consistent with the Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Estate Residential (ER) zoning district as low density, rural and equestrian-oriented. In addition, typical uses allowed by the Estate Residential designation consists of large lot single family homes that permit the keeping of large animals. Land Use Policy LU-2.1 encourages the preservation of the distinctive character of residential neighborhoods by applying adopted design standards to new renovation projects. The proposed roof deck is an accessory structure to the primary residential use and compatible with the General Plan description of the desired uses in the Estate Residential. The roof deck provides an accessory use to an existing hillside lot single family home and conforms to the City adopted development and design standards.

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The subject property is located within the Estate Residential (ER) zoning district. All development within this zoning district is subject to the development standards as detailed in the Laguna Hills Municipal Code Section 9-12 ER Estate Residential District and Section 9-70 Accessory Structures. The roof above the accessory structure expanding the collective grade level patio area is to constitute as a "roof deck" structure as both are intended to become occupied areas on top of flat roof flat roof structure. The proposed roof deck meets all applicable development standards of accessory structures. The design of the roof deck, with the Accessory Structure, results in the appearance of an extended rear yard patio with the accessory structure constructed into the hillside.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The subject property is approximately 35,600 square feet in area and is a standard interior residential lot. The property is a hillside property and due to the downslope nature of the lot, the property owner will be terracing the lot to accommodate the addition of the accessory structure. The design of the roof deck, with the accessory structure below, results in the appearance of an extended rear yard patio.

4. All required development standards prescribed by this code can be achieved.

The subject property is typical of other residential properties in the Estate Residential (ER) zoning district and Accessory Structures. The proposed roof deck has met all applicable development standards as detailed within LHMC section 9-70. Due to the large size of the lot, the roof deck location exceeds required setbacks from property lines, resulting in limited impact to the neighboring properties. Additionally, the height of the roof deck complies with the height regulations of the zoning district and is level with the existing rear yard of the main residence.

5. The conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

Conditions of approval are included to ensure that the proposed roof deck is designed, engineered, and built in accordance with Laguna Hills Municipal Code and California State Building Code. Such conditions include that the roof deck will comply with the standards of the zoning district and the property will follow the property maintenance standards. These conditions help to ensure that the roof deck will have no significant adverse impacts on the adjacent properties.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. USE-0233-2025 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: Adrian Freire, Project Applicant, and Albert Ong and Jaynie Poon, Property Owners, the owners(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to the Conditional Use Permit (CUP) No. USE-0233-2025, approved pursuant to this Resolution, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the project, and as otherwise modified by these Conditions of Approval.
3. Unless the context dictates otherwise, whenever the term "project" is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the project, as modified by these Conditions of Approval.
4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any

and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

5. Approval of this Permit constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
7. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
8. The conditions of project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and/or exactions. The Applicant is hereby notified that the 90-day protest period in which the Applicant may protest the fees, dedications, reservation, or exactions imposed on this project through the Conditions of Approval, commencing from the date of approval of the project, has begun.
9. Pursuant to City Council Resolution No. 2017-07-11-2, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
10. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from October 28, 2025.

11. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

Permitting

12. The Applicant shall be responsible for ensuring applicable building permits are obtained, as required by the 2022 California Building Code, prior to commencement of any work for which a permit is required.
13. All construction shall comply with 2022 California Building, Plumbing, Mechanical, Electrical, Green, and Energy Codes with regard to the applicable occupancy group if applicable. Any work being done will require a full set of plans prepared by a licensed architect/engineer.
14. At the time of document submittal for permit issuance, the Applicant shall demonstrate compliance with California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code if applicable.
15. The Applicant shall comply with all general construction water quality requirements, as required by the LHMC 5-36.
16. The Applicant shall submit Construction and Demolition Waste Recycling Program paperwork if applicable, prior to issuance of permits, as required by Laguna Hills Municipal Code Chapter 5-48 and to comply with mandates of CalRecycle.
17. All documents required for permit issuance shall be accurately labeled and reflect all work, as required by Title 10 of the LHMC and the Building Code of the City of Laguna Hills.
18. The Applicant shall comply with all development standards, as required by LHMC 9-12.
19. The Applicant shall comply with all development standards, as required by LHMC 9-70.
20. The Applicant shall comply with all property maintenance standards, as required by LHMC 9-74.

PASSED, APPROVED AND ADOPTED this 28th day of October 2025.

JOSH SWEENEY, CHAIR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2025-10-28-X adopted by the Planning Agency of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 28th day of October 2025, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

ONG POON RESIDENCE

25526 LONE PINE CIRCLE, LAGUNA HILLS, CA 92653

2022 CALIFORNIA GREEN BUILDING CODE

- DESIGN SHALL COMPLY WITH THE 2022 CBC, CMC, CPC AND CEC AS AMENDED BY THE CITY ORDINANCE AND THE 2022 CALIFORNIA GREEN BUILDING CODES.

GREEN BUILDING STANDARDS

- ADHESIVES, SEALANTS, AND CAULKS SHALL BE COMPLIANT WITH VOC AND OTHER TOCIX COMPOUND LIMITS PER THE CGBS SECTION 4.504.2.
- PAINTS, STAINS AND OTHER COATINGS SHALL BE COMPLIANT WITH VOC LIMITS
- AEROSOL PAINTS AND COATING SHALL BE COMPLIANT WITH PRODUCT WEIGHTED MIR LIMITS FOR ROC AND OTHER TOXIC COMPOUNDS.
- DOCUMENTATIONS SHALL BE SUPPLIED FOR FINISH MATERIALS THAT HAVE BEEN USED
- PARTICLEBOARD, MEDIUM DENSITY FIBERBOARD (MDF), AND HARDWOOD PLYWOOD USED IN INTERIOR FINISH SYSTEMS SHALL COMPLY WITH LOW FORMALDEHYDE EMISSION STANDARDS.

REINFORCED CONCRETE

- ALL REINFORCED CONCRETE MATERIALS AND CONSTRUCTION SHALL CONFORM TO CBC 2022.
- REINFORCING STEEL SHALL CONFORM TO ASTM A615. GRADE 40 FOR SIZE #3 AND #4 AND GRADE 60 FOR SIZE #5 AND LARGER.
- CONCRETE SHALL BE PROPORTIONED TO PROVIDE A MINIMUM COMPRESSIVE STRENGTH EQUAL TO 4500 PSI (28 DAYS) TYPE 5 CEMENT Water / Cement RATIO = 0.45 BELOW GRADE, OTHERWISE TO REMAIN 2500 PSI. SPECIAL INSPECTION REQUIRED.

WOOD

- ALL WOOD MEMBERS TO BE DOC PS20 DOUGLAS FIR - LARCH.
- ALL PLYWOOD / OSB TO BE DOC PS1 OR PS2.
- ALL MEMBER SIZING AND HARDWARE TO BE PER DETAILS IN THESE PLANS.

NOTE:

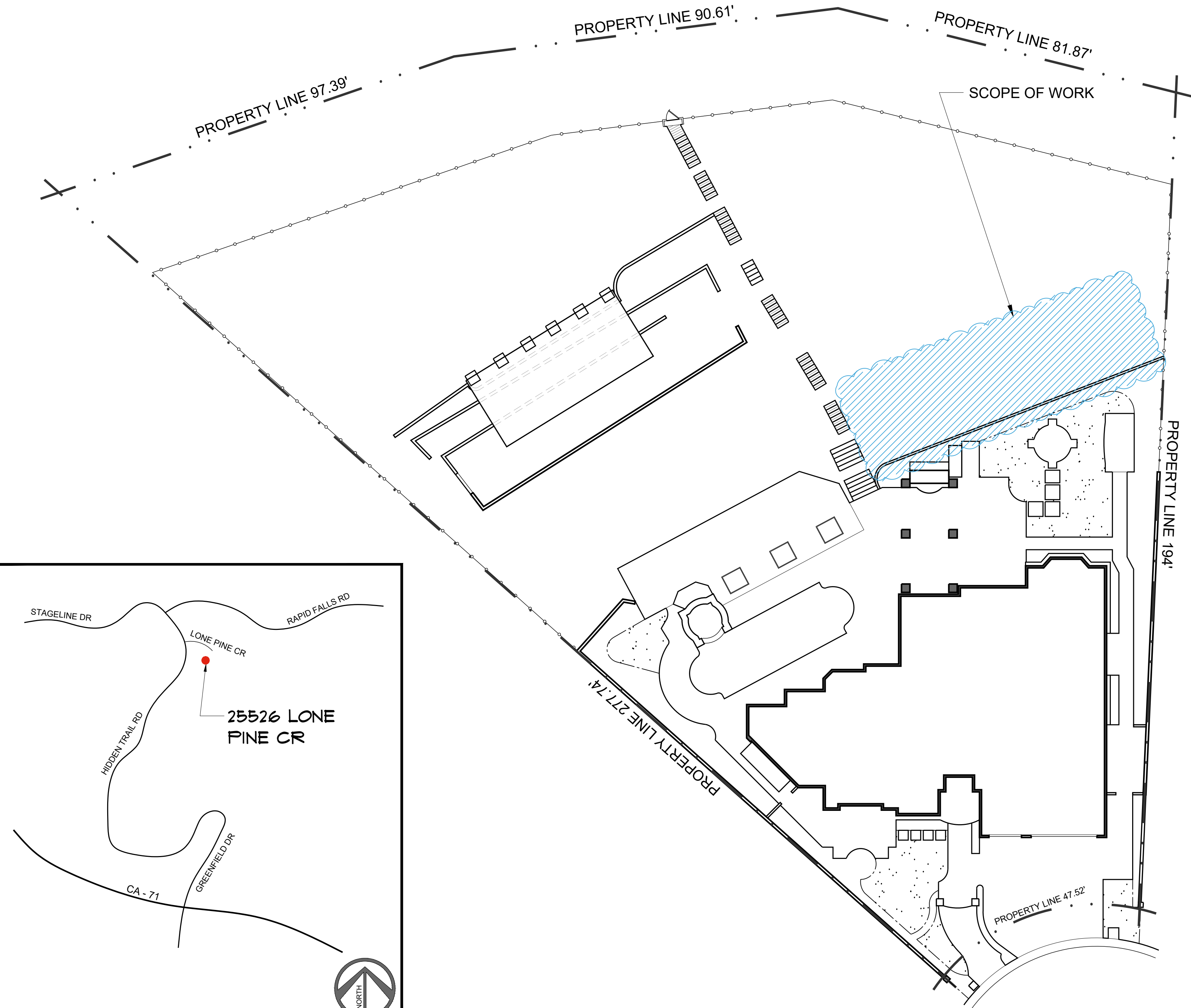
OWNER TO PROVIDE HOUSE STREET NUMBERS VISIBLE AND LEGIBLE FROM STREET.

THE RESIDENCE SHALL BE EQUIPPED WITH EXIT ALARMS ON THOSE DOORS PROVIDING DIRECT ACCESS TO THE POOL.

NOTE:

THE DISCHARGE OF POLLUTANTS TO ANY STORM DRAINAGE SYSTEM IS PROHIBITED. NO SOLID WASTE, PETROLEUM BYPRODUCTS, SOIL PARTICULATE, CONSTRUCTION WASTE MATERIALS, OR WASTE WATER GENERATED ON CONSTRUCTION SITES OR BY CONSTRUCTION ACTIVITIES SHALL BE PLACED, CONVEYED OR DISCHARGED INTO THE STREET, GUTTER OR STORM DRAIN SYSTEM.

LOT COVERAGE ITEMIZED TABLE		
SOLID ROOF STRUCTURES	SQUARE FOOTAGE	LOT CALCULATION
HOUSE	6,010 SQ.FT.	(6,010+820)/(36,590.4) X (100%)
NEW DECK/GYM	820 SQ.FT.	
LOT	.84 ACRES / 36,590.4 SQ.FT.	18.67% LOT COVERAGE



VICINITY MAP

NTS

SITE MAP

NTS

Sheet Index:

- T-1 Title Sheet
- A-1 Site Plan
- A-2 Floorplan and Elevations

Project:

Ong & Poon Residence

Owner:

Albert Ong & Jaynie Poon
25526 Lone Pine Circle,
Laguna Hills, CA 92653

Project Data:

Home Footprint Area:	6,010 sq.ft.
Home 1st Floor Area:	3,510 sq.ft.
Home 2nd Floor Area:	2,500 sq.ft.
Property Area:	36590.4 sq.ft.
New Deck:	820 sq.ft.
Gym Area:	820 sq.ft.
Patio Cover Area:	470 sq.ft.
Construction Type:	VB
Occupancy Classification:	U
Lot Coverage:	18.67%

Legal Description:

Assessor's Parcel Number (APN):
636-151-03, Lot 141, Tract 9293 in the
City of Laguna Hills, County of Orange,
State of California.

Project Coordinator:

Mudd Industries, Inc.
26062 Merit Circle, Suite 107
Laguna Hills, California 92653
(949) 716-7002

Structural Engineer:

Burgess Engineering Group
27758 Santa Margarita Pkwy #204,
Mission Viejo, California 92691
(949) 436-1637

Scope:

- New deck
- New gym and storage structure with patio cover



REVISIONS

NO.	DATE	DESCRIPTION

7.17.2025

DATE

AF

DRAWN

TM

CHECKED

SCALE

SHEET TITLE

TITLE SHEET

SHEET NO.

T-1

ONG POON RESIDENCE
25526 LONE PINE CIRCLE, LAGUNA HILLS, CA 92653

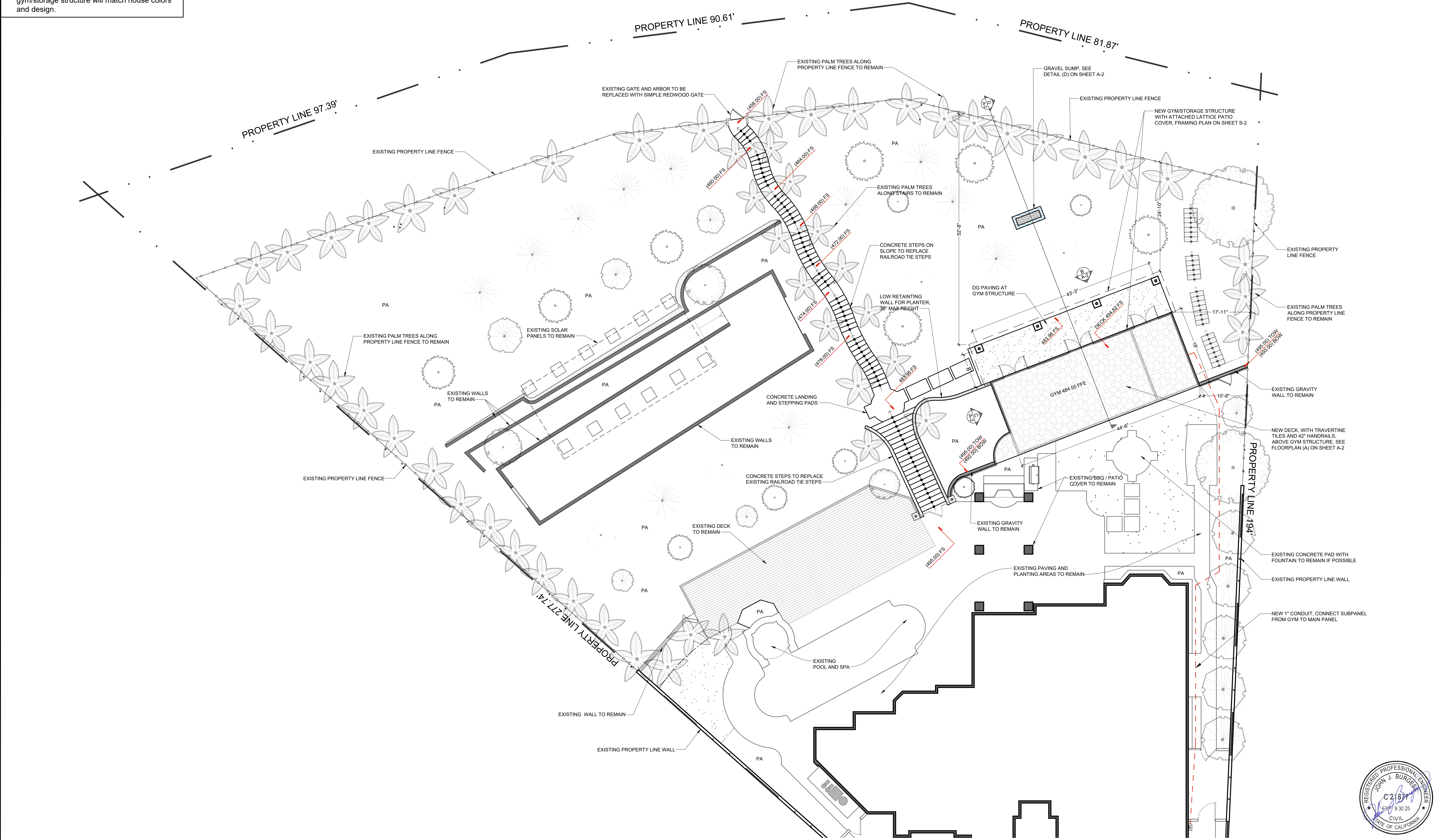
- All trees and shrubs on rear slope to remain, repair or replace as necessary. Fill in perimeter screen plants and trees along property line fencing as necessary for required screening.
- Most fruit trees to remain, clear out dead ones as necessary.
- Patio cover, doors, windows and walls in gym/storage structure will match house colors and design.



ONG POON RESIDENCE
25526 LONE PINE CIRCLE, LAGUNA HILLS, CA 92653

REVISIONS	
No.	DATE DESCRIPTION

7.17.2025
DATE
AF
DRAWN
TM
CHECKED
SCALE
SHEET TITLE
SITE PLAN
SHEET NO.
A-1



SCALE: 1" = 10'

- All wood members to match house colors.
- All doors and windows will match existing house in color and style.



A GYM / DECK FLOORPLAN

[illegible]

EXISTING GRAVITY WALL

EXISTING 2.5:1 SLOPE

BEDROCK

GRAVEL SUMP

EXISTING PROPERTY FENCE

2:1 SLOPE

EXISTING 2.5:1 SLOPE

MINIMUM FOOTING H/3
SETBACK = 5' - 3"

16'-7" H

7'

19'-6"

10'-8"

3'-6"

8'-6"

2'-11.5"

5'-3"

10'

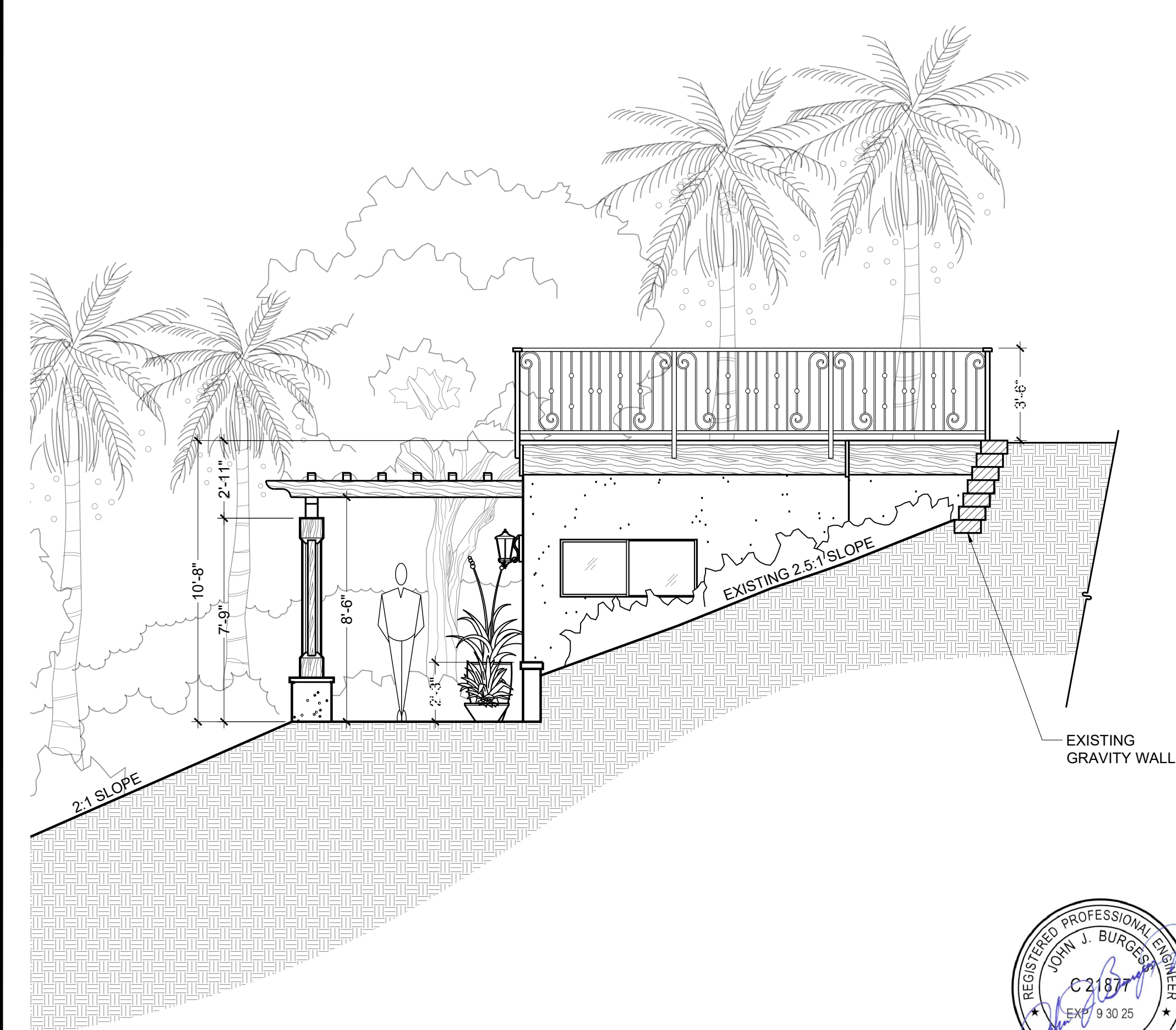
7'-2"

2'-11"

1'-1"

9'

(D) GYM / DECK SECTION



C GYM / DECK ELEVATION - WEST FACING

SCALE: 1/4" = 1' - 0"



<u>REVISONS</u>	
NO.	DATE DESCRIPTION

7.17.2025
DATE

AF
DRAWN

TM
CHECKED

SCALE

SHEET TITLE

FLOOR PLAN
&
ELEVATIONS

SHEET NO.

A-2



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Greg Simonian, City Attorney
Issue: Third Public Hearing to Consider Composition of Districts for Continuing the Process to Transition to By-District Elections

Recommendation: That the City Council:

1. Receive and file districting public participation presentation prepared by the City's retained expert demographer National Demographics Corporation and
 2. Conduct the Third Public Hearing necessary for continuing the process to transition to by-district elections, review and consider input regarding the composition of districts from interested members of the public, review districting process to date, review draft maps, and provide further direction to City staff.
-

Background:

Since incorporating as a city in 1991, members of the City Council of the City of Laguna Hills have been elected by the at-large method of election rather than the by-district election system; the at-large method of election is one in which the voters of the entire jurisdiction elect the members to the governing body; the by-district method of election is a method of electing members to the governing body of a political subdivision in which the candidate must reside within an election district that is a divisible part of the political subdivision and is elected only by the voters residing within that election district.

In 2002, the State Legislature enacted the California Voting Rights Act ("CVRA"), modifying burden of proof requirements contained in the federal Voting Rights Act of

1965 to make it much easier for plaintiffs to challenge the at-large system of elections for cities. The CVRA prohibits a public agency from using at-large elections if it impairs the ability of a protected class, as defined, to elect candidates of its choice or otherwise influence the outcome of an election. The CVRA includes the imposition of district-based elections by a court as a remedy to violations of the Act, and requires the public agency to pay all legal and court fees should the plaintiff prevail in court.

In a letter received by the City Clerk on June 20, 2023, Michelle R. Jackson, an attorney representing an undisclosed registered voter and resident of the City of Laguna Hills, alleged that the City's at-large elections system violates the CVRA because it results in "racially polarized voting" that dilutes the impact of Latino voters. The 2023 letter demanded that the City voluntarily change its at-large system for electing City Council members to a district-based system to avoid litigation. The initial demand letter failed to identify the name of the Prospective Plaintiff and contained no direct evidence of any racially polarized voting prepared by a qualified demographer. Despite repeated requests, attorney Michelle Jackson refused to identify the name of the Prospective Plaintiff.

On August 28, 2025, the City Clerk received a follow-up letter from attorney Michelle R. Jackson, dated August 25, 2025, wherein Ms. Jackson referenced her initial June 20, 2023 letter and renewed her demand that the City voluntarily change from the current at-large election system to by-district elections. In her August 25, 2025 renewed demand letter, attorney Michelle Jackson identified for the first time the Prospective Plaintiff as being the "Voter Equality Association" and "Arthur Sanchez," a registered voter in the City, and provided the City with some additional information regarding her assertion that the City's at-large election system violates the California Voting Rights Act; however, once again failing to provide any direct evidence of racially polarized voting prepared by a qualified demographer. In her August 25, 2025 renewed demand letter, Ms. Jackson once again demanded that the City voluntarily change to by-district elections and threatened litigation should the City fail to voluntarily change to by-district elections.

In response to Ms. Jackson's renewed CVRA claim, and after identifying the name of the Prospective Plaintiff, the City Council adopted a Resolution of Intent to Transition to By-District Elections at its September 23, 2025 regular meeting, in advance of the October 15, 2025 deadline imposed by Ms. Jackson.

Discussion:

Process and Schedule for Transitioning to Districts

Before adopting district-based elections, the City must prepare a draft map or maps for public review and consideration; however, pursuant to State law, before drawing any maps, the City was required to first hold at least two public hearings over a period of no more than 30 days for the purpose of allowing interested members of the public the opportunity to provide input regarding the composition of the districts. The first public hearing was held on October 7, 2025. The second of the two “pre-map” public hearings was conducted on October 14, 2025. The actual map drawing process by the City began after the completion of the first two public hearings. Additionally, the City recently held a community workshop on October 15, 2025, where members of the public were provided information on the districting process, were invited to participate in the map drawing process, and were invited to provide input on the composition of the districts.

Following closure of the second public hearing, and based on the recommendation of National Demographics Corporation (NDC), the City’s retained expert demographer, the City Council directed that draft maps be presented for public review and comment at two subsequent public hearings (i.e., at public hearings three and four). The City has the option of establishing viable map options for both five-districts, and four-districts plus a directly elected at-large mayor, however, that direction was not given by the Council at the conclusion of the second public hearing. Proposed draft maps will be presented for public review and comment at the two subsequent public hearings. Pursuant to State law, the final third and fourth public hearings must be conducted within 45 days of each other. A copy of NDC’s districting presentation for the third public hearing is attached hereto (**Attachment “1”**).

Interested members of the public were provided with an opportunity to submit draft maps, prior to the first October 17, 2025, deadline for community maps in order to be considered by the City Council at the third public hearing on October 28, 2025. The proposed draft maps are required to be provided for the public's review at least seven days prior to the third and fourth public hearings. As such, the draft maps for the Council's consideration during the October 28, 2025 third public hearing were posted on the City's website on October 21, 2025, in accordance with state law.

Draft Maps

The City's retained demographic consultant, National Demographics Corporation (NDC), prepared three draft maps for the Council's consideration, and one Community of

Interest submission was timely received from interested members of the public. This submission was analyzed and reviewed by NDC.

The Community of Interest submission was not a full map and cannot be adopted as-is, but was nevertheless given the same treatment by the consultant. It identifies an area centered on MacKenzie and Knotty Pine Parks between Paseo de Valencia, Alicia Parkway and the city border. The area comprises about 80% of a district and was used by the consultant in preparing Maps 101, 102, and 103.

A summary of the population deviation for each of the full draft maps presented during this third public hearing is set forth in the table below.

Proposal Number	Number of Districts	Deviation (must be under 10%)
Map 101	5	9.1%
Map 102	5	6.7%
Map 103	5	8.7%
Community of Interest A	1	n/a

In addition to being population balanced and contiguous, the final adopted map must comply with the other federal and state requirements that were discussed at the first two public hearings (compliance with the Federal Voting Rights Act; avoiding racial gerrymandering; avoiding divisions of neighborhoods and communities of interest; following major visible features such as roads and rivers; and being compact). These other criteria are more subjective and less conducive to a simple yes/no analysis or simple summary table. Copies of the proposed draft maps, including the Community of Interest submission, with accompanying demographic analysis and population breakdown, are attached hereto (**Attachment “2”**).

The purpose of public hearings three and four is for the City Council to review the maps, narrow the list of viable maps, begin the process of selecting a preferred draft map that is appropriate for the City, and selection of the final map. No final decision will be made on the preferred map during the third public hearing; however, the City Council may narrow the pool of maps through a non-binding selection of “focus” maps, possibly including declaring a preference for four-district or five-district maps.

Sequence of Elections

At the time of map adoption, the City Council will also need to determine the sequencing of the elections, which means that the Council will need to decide which districts will have elections on which election dates. A draft sequence of elections

(Attachment "3") is required as part of posting; however, the City Council will ultimately select the final sequence upon adoption of the final map.

Upcoming Opportunities to Comment on Maps

A second community workshop is currently scheduled for 6:00 p.m. on Thursday, November 6, 2025, in Heritage Room A of the Laguna Hills Community Center, 25555 Alicia Parkway, Laguna Hills, California 92653. The final deadline for map submissions from members of the community is 5:00p.m., Friday, November 7, 2025.

The fourth public hearing for the Council to consider the proposed draft maps and to select the final map, as well as the sequencing of the elections, including the introduction and first reading of an Ordinance Implementing By-District Elections, is scheduled for November 18, 2025. Final map and the sequencing of elections are scheduled to be adopted by the City Council, including the second reading and adoption of the Ordinance Implementing By-District Elections, on December 9, 2025.

Interested members of the public are also encouraged to continue to provide input via email to the City Clerk at jlee@lagunahillsca.gov.

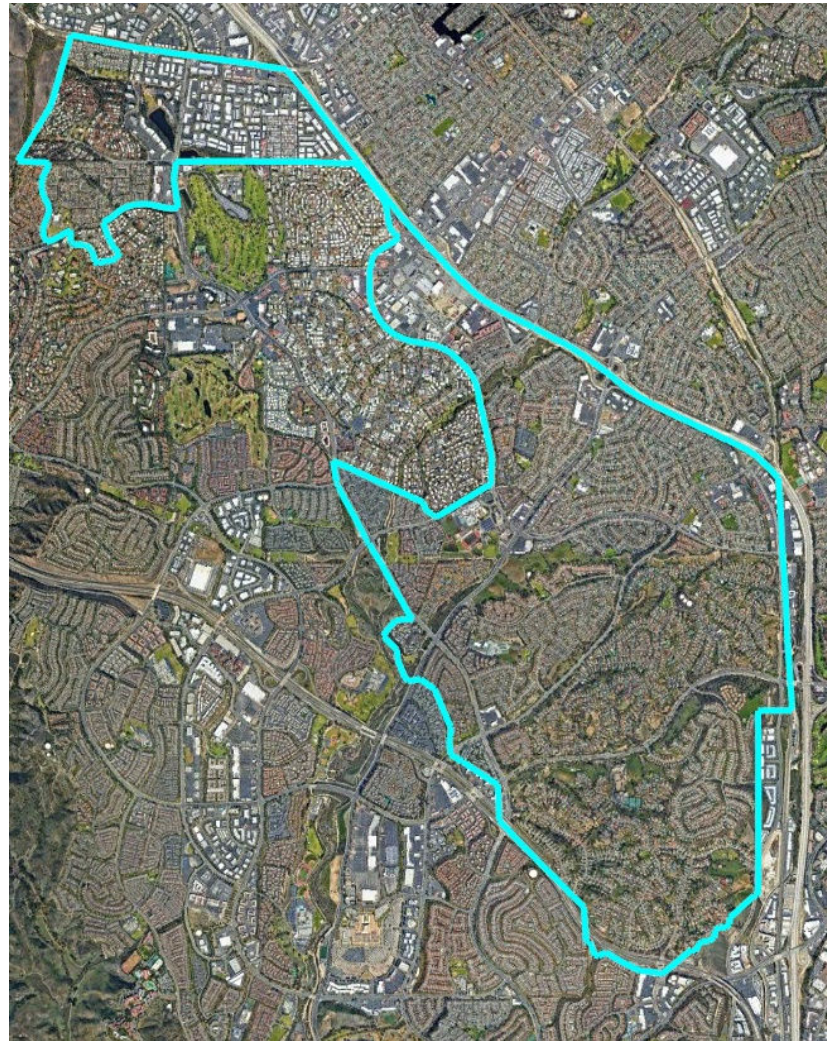
Districting information is featured on the City's website at the following official City web address: <https://www.lagunahillsca.gov/districting>. In addition, the City's website will be populated with information about how the public can participate and also provide answers to frequently asked districting questions.

Conclusion:

The creation and approval of voting district maps is intended to be a transparent, interactive public process. Voting district maps must be prepared in compliance with certain State and Federal requirements; therefore, the use of qualified expert demographer is required. Of import is Elections Code Section 10010(b), which provides that, in determining the sequence of the district elections, the city council shall give special consideration to the purposes of the CVRA and it shall take into consideration the preferences expressed by members of the districts. The districting process must also include consideration of the following criteria when drawing district maps: 1) geographically contiguous; 2) undivided neighborhoods and "communities of interest"; 3) easily identifiable boundaries/ natural geographic boundaries; 4) compactness; and 5) all voting districts be as nearly equal in population as possible. Finally, federal caselaw prohibits drawing districts with race as a predominate factor.

Attachments:

1. Draft Map Presentation, Prepared by National Demographics Corporation
2. Draft Maps and Communities of Interest
3. Draft Sequence of Elections



City of Laguna Hills Draft Map Presentation

October 28, 2025

Dr. Justin Levitt, Vice-President
National Demographics Corporation

Districting Process 1

Step	Description
Two Initial Hearings October 7 & 14, 2025	Held prior to release of draft maps. Education and to solicit input on the composition of districts.
Community Workshop October 15, 2025	Education and to solicit input on the composition of districts.
First Deadline for Community Maps October 17, 2025	Maps must be in by 5 pm Last day to receive maps for processing for the October 28 th Public Hearing
Release draft maps October 21, 2025	Maps must be posted at least 7 days prior to 3 rd hearing.
Third hearing on the draft maps October 28, 2025	First of two meetings to discuss and revise the draft maps and to discuss the election sequence.
Community Workshop November 6, 2025	6 pm at the Laguna Hills Community Center Community opportunity to discuss draft maps

Districting Process 2

Step	Description
Second Deadline for Community Maps November 7, 2025	Maps must be in by 5 pm Last day to receive maps for processing for the November 18 th Public Hearing
Release revised maps November 11, 2025	Maps must be posted at least 7 days prior to 4 th hearing.
Fourth hearing on the draft maps November 18, 2025	Second of two meetings to discuss and revise the draft maps and to discuss the election sequence.
Map Adoption December 9, 2025	Final map and sequence must be posted at least 7 days prior to adoption.
First election November 3, 2026	First elections in new districts in 2026 & 2028

Districting Rules and Goals

1. Federal Laws

Equal Population
Federal Voting Rights Act
No Racial Gerrymandering



2. California Criteria

In prioritized order:

1. **Geographically contiguous**
2. **Avoid division of neighborhoods and “communities of interest”**
(Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**
(Do not bypass one group of people to get to a more distant group of people)

2. California Prohibition

“Shall not adopt election district boundaries for the purpose of favoring or discriminating against an incumbent, political candidate, or political party.”

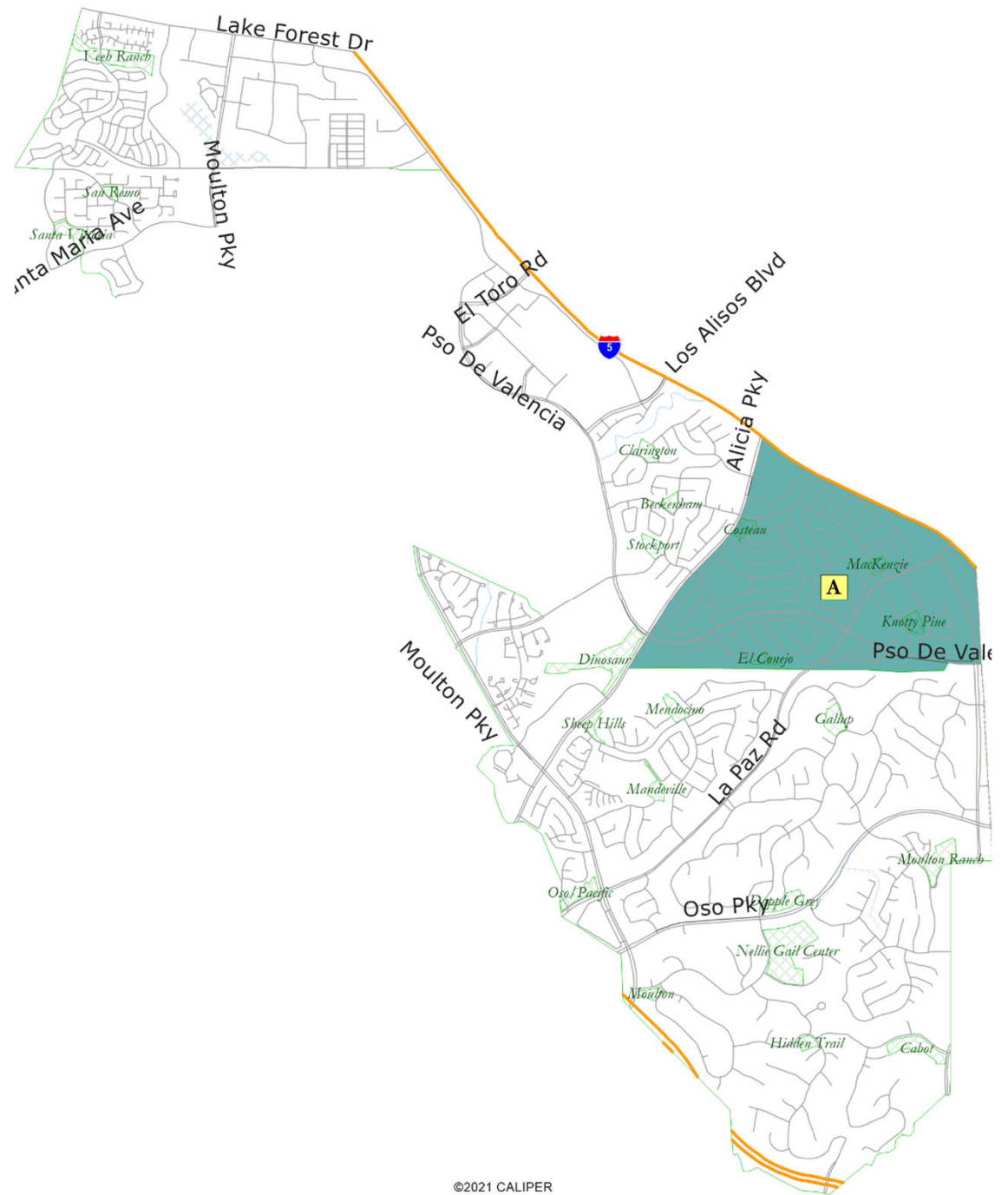
3. Other Traditional Redistricting Principles

Future population growth

Draft Maps

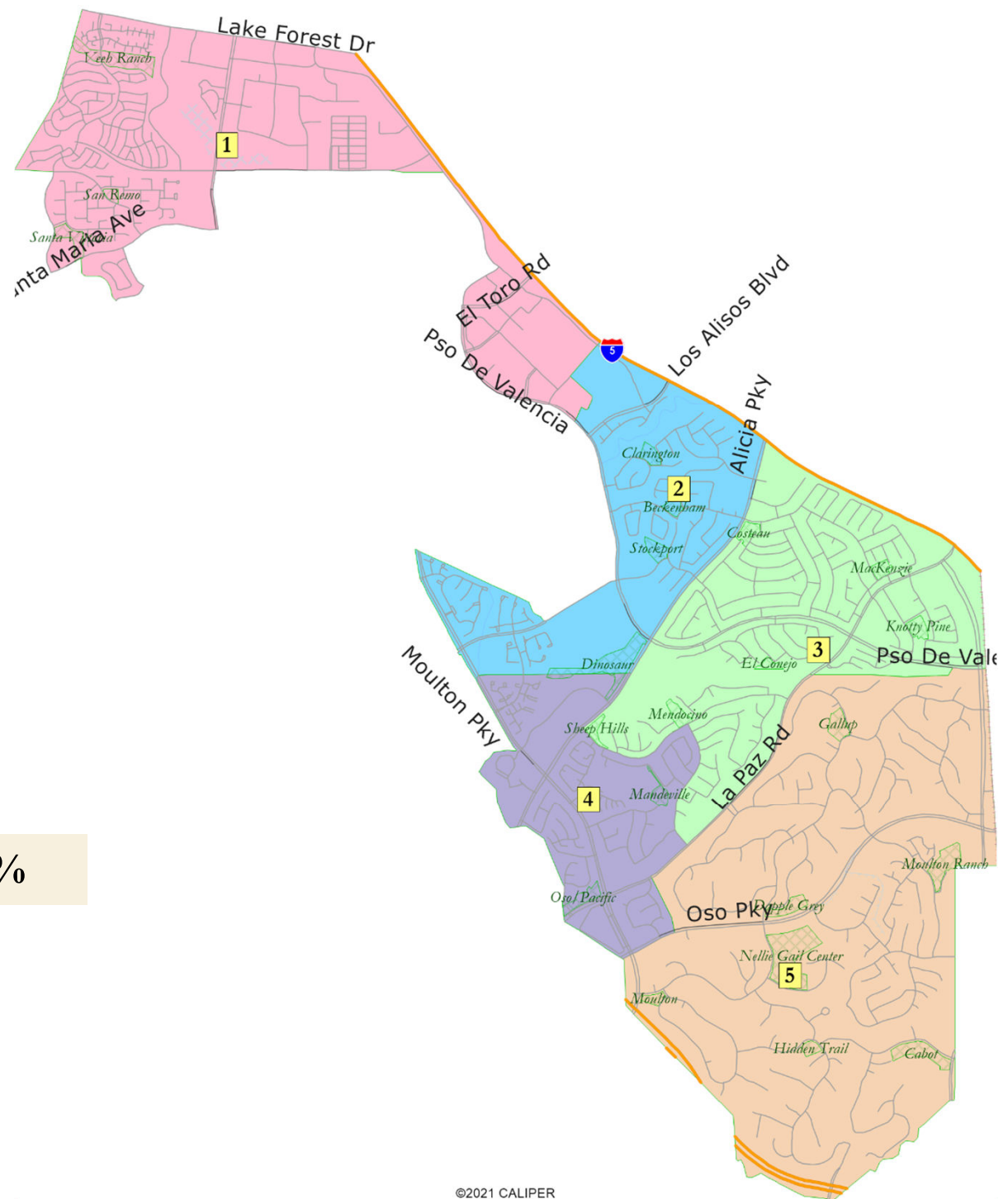
All maps are also available on the [Interactive Web Viewer](#)

Community of Interest Map A



Map 101

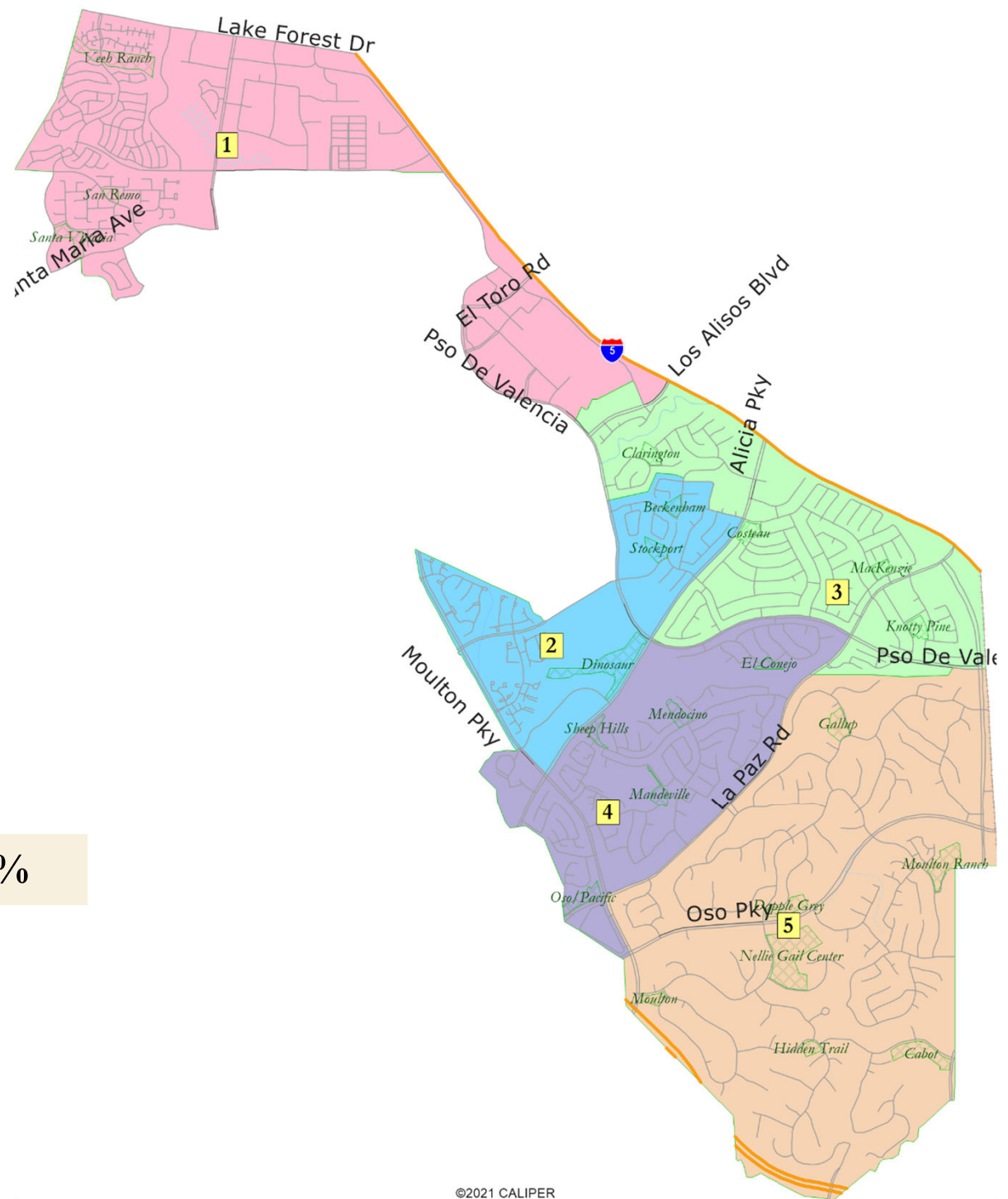
Population Deviation: 9.1%



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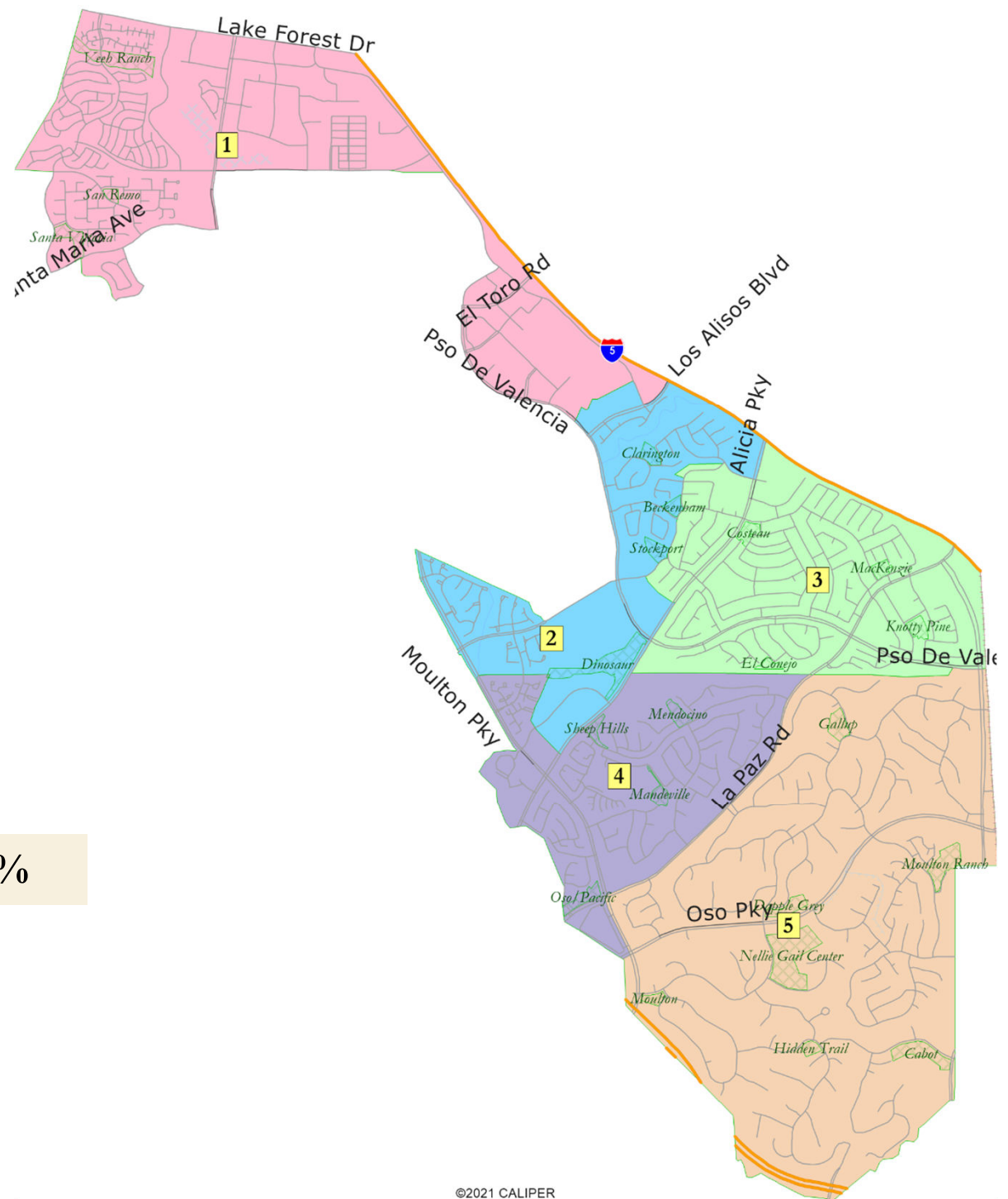
Map 102

Population Deviation: 6.7%



Map 103

Population Deviation: 8.7%



Sequence of Elections

- ❑ Elections Code §10010 requires inclusion of a proposed sequence of elections alongside published draft maps. However, §21130 requires that the districting body not consider the location of current Councilmembers.
- ❑ To that extent, we include an example sequence of elections for all maps that can be modified by the Council before final adoption:
 - ▣ 2026 – Districts 1, 3, and 5
 - ▣ 2028 – Districts 2 and 4

Share Your Thoughts

Website

<https://maplh.org/>

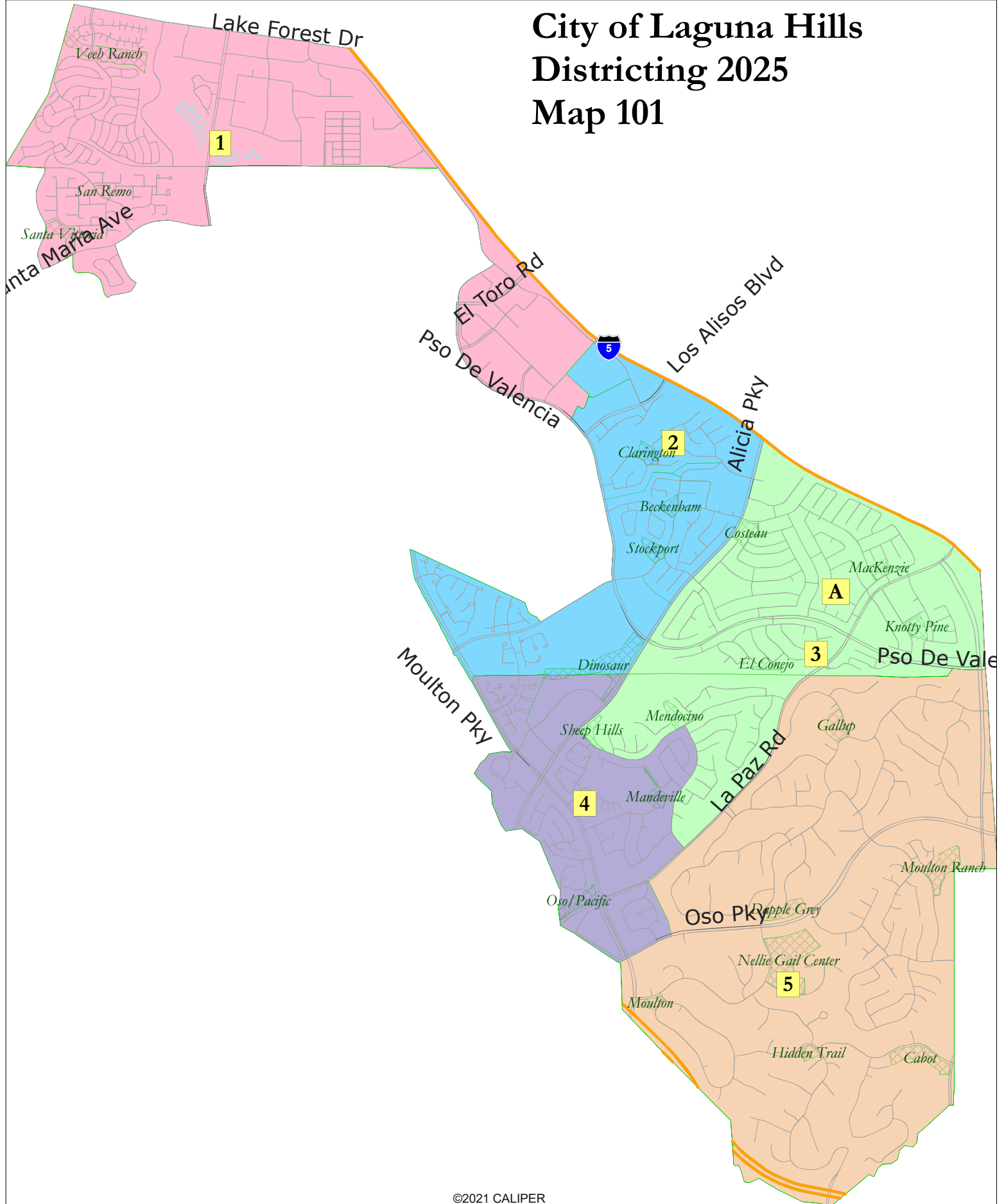
Email

jlee@lagunahillsca.gov

Phone

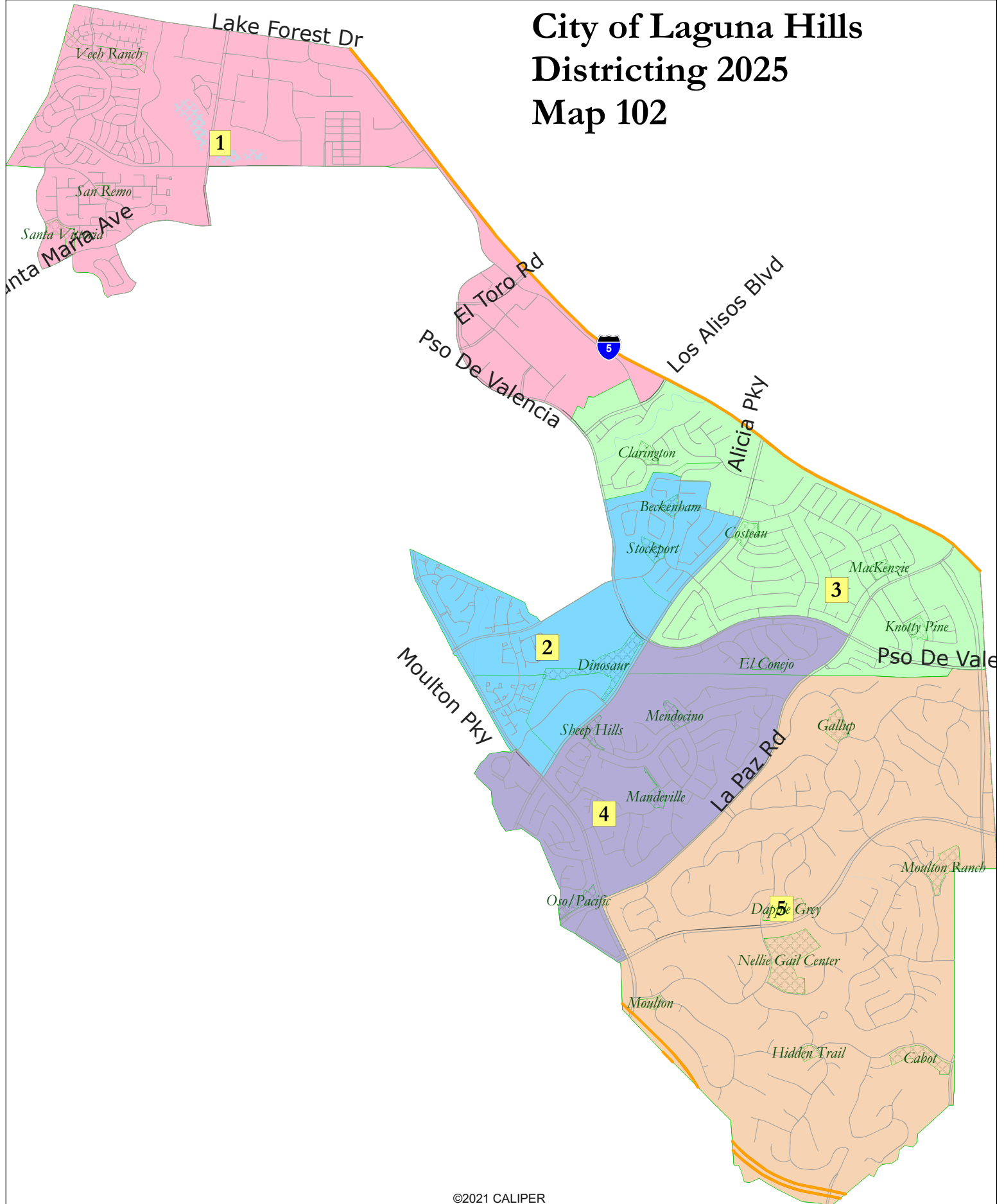
(949) 707-2630

City of Laguna Hills Districting 2025 Map 101



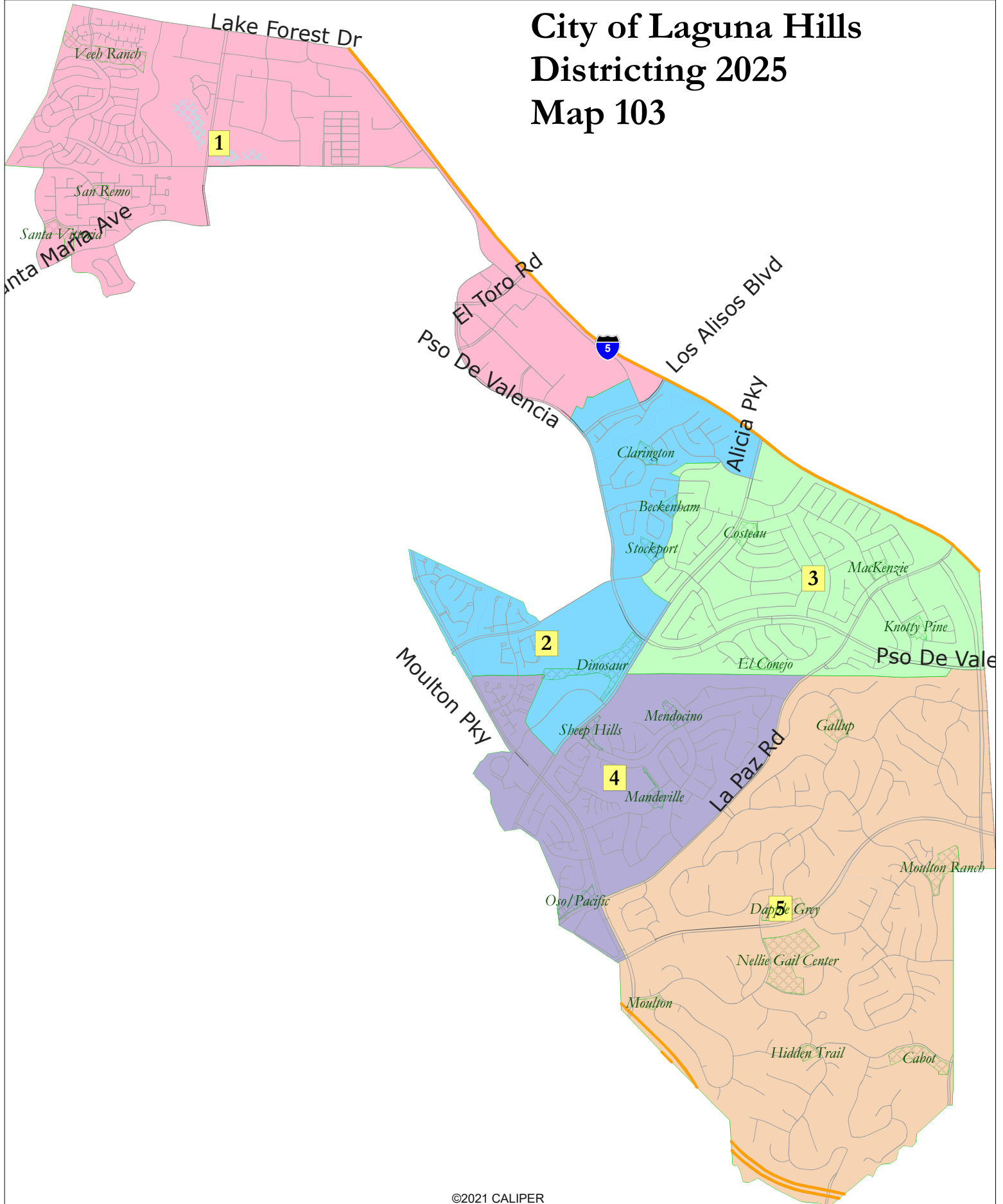
Map 101							
District		1	2	3	4	5	Total
	Total Pop	6,067	6,575	6,514	6,238	6,005	31,399
	Deviation from ideal	-213	295	234	-42	-275	570
	% Deviation	-3.39%	4.70%	3.73%	-0.67%	-4.38%	9.08%
Total Pop	% Hisp	25.3%	31%	18%	37%	7%	24%
	% NH White	50%	47%	59%	43%	70%	54%
	% NH Black	2%	2%	2%	2%	1%	2%
	% Asian-American	20%	18%	17%	15%	19%	18%
Citizen Voting Age Pop	Total	4,372	4,630	4,642	4,281	4,766	22,690
	% Hisp	20%	22%	14%	25%	5%	17%
	% NH White	60%	61%	62%	50%	78%	62%
	% NH Black	1%	2%	0%	4%	0%	2%
	% Asian/Pac.Isl.	17%	12%	24%	18%	16%	17%
Voter Registration (Nov 2022)	Total	3,683	3,641	4,635	3,457	4,651	20,067
	% Latino est.	19%	21%	13%	16%	6%	14%
	% Spanish-Surnamed	17%	19%	12%	14%	5%	13%
	% Asian-Surnamed	7%	7%	9%	8%	11%	9%
	% Filipino-Surnamed	3%	2%	2%	2%	1%	2%
	% NH White est.	70%	63%	73%	72%	82%	72%
	% NH Black	2%	7%	3%	2%	0%	3%
Voter Turnout (Nov 2022)	Total	2,169	2,031	2,957	2,077	3,021	12,256
	% Latino est.	15%	14%	11%	12%	5%	11%
	% Spanish-Surnamed	13%	12%	10%	11%	5%	10%
	% Asian-Surnamed	7%	7%	8%	6%	8%	7%
	% Filipino-Surnamed	3%	2%	1%	1%	1%	1%
	% NH White est.	74%	70%	76%	77%	86%	77%
	% NH Black	2%	8%	3%	2%	0%	3%
Voter Turnout (Nov 2020)	Total	3,293	3,053	4,147	2,802	4,171	17,466
	% Latino est.	17%	15%	11%	19%	5%	13%
	% Spanish-Surnamed	15%	13%	10%	17%	4%	12%
	% Asian-Surnamed	7%	7%	9%	7%	10%	8%
	% Filipino-Surnamed	3%	2%	2%	2%	1%	2%
	% NH White est.	72%	75%	76%	70%	84%	76%
	% NH Black est.	2%	3%	2%	2%	0%	2%
ACS Pop. Est.	Total	5,781	6,586	6,358	6,221	6,210	31,156
Age	age0-19	17%	21%	24%	23%	21%	21%
	age20-60	54%	54%	43%	53%	50%	51%
	age60plus	29%	25%	33%	23%	29%	28%
Immigration	immigrants	33%	25%	22%	28%	21%	26%
	naturalized	76%	65%	68%	57%	83%	69%
Language spoken at home	english	66%	65%	64%	60%	77%	66%
	spanish	16%	19%	11%	20%	4%	14%
	asian-lang	10%	6%	18%	8%	7%	10%
	other lang	8%	10%	7%	11%	12%	10%
Language Fluency	Speaks Eng. "Less than Very Well"	12%	13%	14%	21%	4%	13%
Education (among those age 25+)	hs-grad	51%	49%	41%	38%	24%	41%
	bachelor	28%	30%	32%	37%	48%	35%
	graduatedegree	14%	16%	19%	17%	26%	18%
Child in Household	child-under18	20%	32%	36%	26%	29%	28%
Pct of Pop. Age 16+	employed	67%	66%	53%	62%	63%	62%
Household Income	income 0-25k	11%	7%	8%	16%	8%	10%
	income 25-50k	8%	8%	5%	13%	6%	8%
	income 50-75k	16%	8%	10%	9%	7%	10%
	income 75-200k	50%	55%	46%	49%	25%	46%
	income 200k-plus	14%	23%	30%	13%	55%	25%
Housing Stats	single family	75%	52%	100%	57%	81%	72%
	multi-family	25%	48%	0%	43%	19%	28%
	rented	34%	49%	9%	41%	16%	31%
	owned	66%	51%	91%	59%	84%	69%
Total population data from the 2020 California Adjustment to the Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2019-2023 American Community Survey and Special Tabulation 5-year data.							

City of Laguna Hills Districting 2025 Map 102



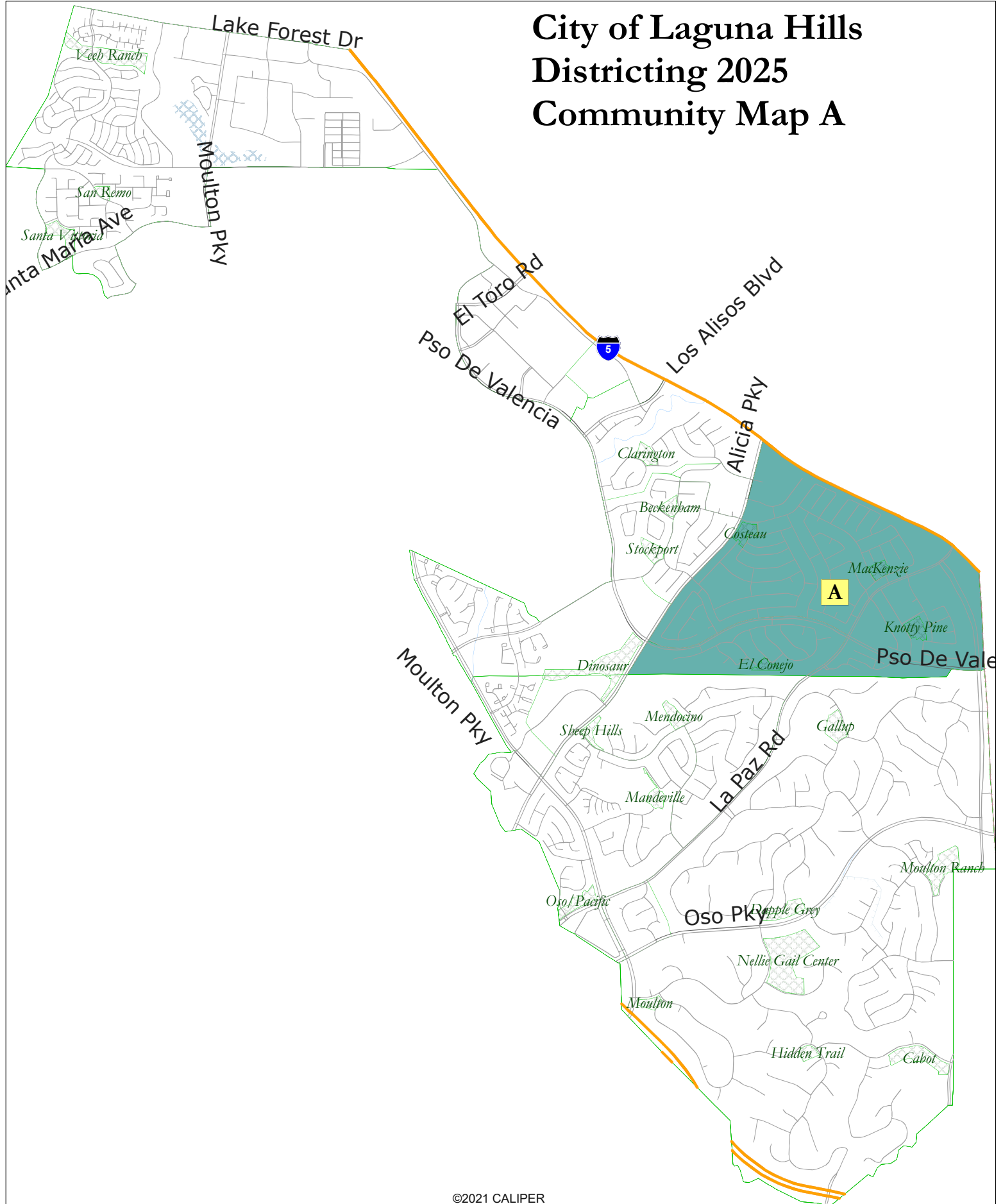
Map 102							
District		1	2	3	4	5	Total
	Total Pop	6,558	6,201	6,139	6,218	6,283	31,399
	Deviation from ideal	278	-79	-141	-62	3	419
	% Deviation	4.43%	-1.26%	-2.25%	-0.99%	0.05%	6.67%
Total Pop	% Hisp	25.5%	46%	20%	20%	8%	24%
	% NH White	49%	37%	56%	58%	69%	54%
	% NH Black	2%	2%	2%	2%	1%	2%
	% Asian-American	20%	13%	18%	18%	19%	18%
Citizen Voting Age Pop	Total	4,695	4,009	4,158	4,868	4,960	22,690
	% Hisp	21%	30%	13%	18%	6%	17%
	% NH White	59%	58%	58%	57%	77%	62%
	% NH Black	1%	1%	2%	3%	1%	2%
	% Asian/Pac.Isl.	17%	9%	26%	20%	16%	17%
Voter Registration (Nov 2022)	Total	3,886	3,058	4,192	4,081	4,850	20,067
	% Latino est.	19%	24%	15%	13%	6%	14%
	% Spanish-Surnamed	17%	21%	13%	11%	5%	13%
	% Asian-Surnamed	7%	7%	9%	8%	11%	9%
	% Filipino-Surnamed	3%	2%	2%	2%	1%	2%
	% NH White est.	69%	66%	66%	76%	81%	72%
	% NH Black	2%	2%	8%	1%	1%	3%
Voter Turnout (Nov 2022)	Total	2,285	1,671	2,583	2,565	3,152	12,256
	% Latino est.	14%	16%	12%	11%	5%	11%
	% Spanish-Surnamed	13%	14%	11%	10%	5%	10%
	% Asian-Surnamed	7%	6%	8%	7%	8%	7%
	% Filipino-Surnamed	3%	2%	1%	1%	1%	1%
	% NH White est.	74%	75%	70%	79%	85%	77%
	% NH Black	2%	2%	8%	1%	1%	3%
Voter Turnout (Nov 2020)	Total	3,445	2,515	3,638	3,496	4,372	17,466
	% Latino est.	17%	22%	13%	10%	5%	13%
	% Spanish-Surnamed	16%	20%	12%	10%	5%	12%
	% Asian-Surnamed	7%	6%	8%	8%	10%	8%
	% Filipino-Surnamed	3%	2%	2%	1%	1%	2%
	% NH White est.	72%	69%	74%	79%	83%	76%
	% NH Black est.	2%	3%	3%	1%	0%	2%
ACS Pop. Est.	Total	6,235	6,189	6,058	6,226	6,449	31,156
Age	age0-19	17%	26%	24%	19%	21%	21%
	age20-60	54%	51%	45%	52%	50%	51%
	age60plus	29%	23%	30%	29%	29%	28%
Immigration	immigrants	33%	28%	23%	24%	21%	26%
	naturalized	76%	55%	66%	68%	83%	69%
Language spoken at home	english	65%	59%	62%	68%	77%	66%
	spanish	16%	28%	13%	9%	4%	14%
	asian-lang	10%	4%	17%	11%	7%	10%
	other lang	9%	8%	7%	12%	12%	10%
Language Fluency	Speaks Eng. "Less than Very Well"	13%	19%	17%	12%	4%	13%
Education (among those age 25+)	hs-grad	50%	47%	40%	43%	24%	41%
	bachelor	29%	30%	32%	35%	48%	35%
	graduatedegree	14%	13%	19%	20%	26%	18%
Child in Household	child-under18	20%	40%	37%	22%	29%	28%
Pct of Pop. Age 16+	employed	67%	66%	56%	59%	63%	62%
Household Income	income 0-25k	11%	8%	6%	17%	8%	10%
	income 25-50k	8%	11%	5%	11%	6%	8%
	income 50-75k	16%	3%	14%	9%	7%	10%
	income 75-200k	52%	54%	51%	46%	25%	46%
	income 200k-plus	13%	24%	24%	17%	54%	25%
Housing Stats	single family	68%	66%	81%	64%	82%	72%
	multi-family	32%	34%	19%	36%	18%	28%
	rented	40%	41%	24%	33%	15%	31%
	owned	60%	59%	76%	67%	85%	69%
Total population data from the 2020 California Adjustment to the Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2019-2023 American Community Survey and Special Tabulation 5-year data.							

City of Laguna Hills Districting 2025 Map 103



Map 103							
District		1	2	3	4	5	Total
	Total Pop	6,558	6,353	6,196	6,009	6,283	31,399
	Deviation from ideal	278	73	-84	-271	3	549
	% Deviation	4.43%	1.16%	-1.34%	-4.32%	0.05%	8.74%
Total Pop	% Hisp	25.5%	42%	21%	22%	8%	24%
	% NH White	49%	38%	57%	56%	69%	54%
	% NH Black	2%	2%	2%	2%	1%	2%
	% Asian-American	20%	16%	17%	17%	19%	18%
Citizen Voting Age Pop	Total	4,695	3,977	4,251	4,807	4,960	22,690
	% Hisp	21%	27%	16%	19%	6%	17%
	% NH White	59%	57%	60%	57%	77%	62%
	% NH Black	1%	2%	1%	3%	1%	2%
	% Asian/Pac.Isl.	17%	13%	23%	19%	16%	17%
Voter Registration (Nov 2022)	Total	3,886	3,209	4,210	3,912	4,850	20,067
	% Latino est.	19%	21%	15%	14%	6%	14%
	% Spanish-Surnamed	17%	19%	14%	12%	5%	13%
	% Asian-Surnamed	7%	7%	9%	8%	11%	9%
	% Filipino-Surnamed	3%	2%	2%	2%	1%	2%
	% NH White est.	69%	64%	69%	75%	81%	72%
	% NH Black	2%	6%	4%	2%	1%	3%
Voter Turnout (Nov 2022)	Total	2,285	1,785	2,621	2,413	3,152	12,256
	% Latino est.	14%	14%	12%	11%	5%	11%
	% Spanish-Surnamed	13%	13%	11%	10%	5%	10%
	% Asian-Surnamed	7%	7%	8%	7%	8%	7%
	% Filipino-Surnamed	3%	2%	1%	1%	1%	1%
	% NH White est.	74%	71%	73%	79%	85%	77%
	% NH Black	2%	7%	4%	2%	1%	3%
Voter Turnout (Nov 2020)	Total	3,445	2,581	3,780	3,288	4,372	17,466
	% Latino est.	17%	20%	13%	12%	5%	13%
	% Spanish-Surnamed	16%	18%	12%	11%	5%	12%
	% Asian-Surnamed	7%	7%	8%	8%	10%	8%
	% Filipino-Surnamed	3%	1%	2%	1%	1%	2%
	% NH White est.	72%	70%	74%	78%	83%	76%
	% NH Black est.	2%	2%	3%	2%	0%	2%
ACS Pop. Est.	Total	6,235	6,133	5,972	6,367	6,449	31,156
Age	age0-19	17%	24%	24%	21%	21%	21%
	age20-60	54%	52%	44%	53%	50%	51%
	age60plus	29%	24%	32%	26%	29%	28%
Immigration	immigrants	33%	29%	22%	24%	21%	26%
	naturalized	76%	59%	65%	63%	83%	69%
Language spoken at home	english	65%	59%	62%	67%	77%	66%
	spanish	16%	26%	16%	9%	4%	14%
	asian-lang	10%	5%	18%	10%	7%	10%
	other lang	9%	10%	4%	14%	12%	10%
Language Fluency	Speaks Eng. "Less than Very Well"	13%	19%	16%	13%	4%	13%
Education (among those age 25+)	hs-grad	50%	46%	42%	42%	24%	41%
	bachelor	29%	29%	32%	36%	48%	35%
	graduatedegree	14%	16%	18%	19%	26%	18%
Child in Household	child-under18	20%	35%	40%	23%	29%	28%
Pct of Pop. Age 16+	employed	67%	67%	55%	60%	63%	62%
Household Income	income 0-25k	11%	8%	5%	17%	8%	10%
	income 25-50k	8%	10%	8%	10%	6%	8%
	income 50-75k	16%	6%	10%	9%	7%	10%
	income 75-200k	52%	54%	48%	47%	25%	46%
	income 200k-plus	13%	22%	29%	16%	54%	25%
Housing Stats	single family	68%	57%	94%	63%	82%	72%
	multi-family	32%	43%	6%	37%	18%	28%
	rented	40%	47%	13%	35%	15%	31%
	owned	60%	53%	87%	65%	85%	69%
Total population data from the 2020 California Adjustment to the Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2019-2023 American Community Survey and Special Tabulation 5-year data.							

City of Laguna Hills Districting 2025 Community Map A



Community 1			
District		A	Total
	Total Pop	5,197	5,197
	Deviation from ideal	-1,083	-1,083
	% Deviation	-17.25%	-17.25%
Total Pop	% Hisp	19.8%	20%
	% NH White	57%	57%
	% NH Black	2%	2%
	% Asian-American	17%	17%
Citizen Voting Age Pop	Total	3,615	3,615
	% Hisp	15%	15%
	% NH White	59%	59%
	% NH Black	1%	1%
	% Asian/Pac.Isl.	24%	24%
Voter Registration (Nov 2022)	Total	3,612	3,612
	% Latino est.	14%	14%
	% Spanish-Surnamed	13%	13%
	% Asian-Surnamed	9%	9%
	% Filipino-Surnamed	2%	2%
	% NH White est.	71%	71%
	% NH Black	3%	3%
Voter Turnout (Nov 2022)	Total	2,291	2,291
	% Latino est.	12%	12%
	% Spanish-Surnamed	11%	11%
	% Asian-Surnamed	8%	8%
	% Filipino-Surnamed	1%	1%
	% NH White est.	74%	74%
	% NH Black	4%	4%
Voter Turnout (Nov 2020)	Total	3,210	3,210
	% Latino est.	13%	13%
	% Spanish-Surnamed	12%	12%
	% Asian-Surnamed	9%	9%
	% Filipino-Surnamed	2%	2%
	% NH White est.	74%	74%
	% NH Black est.	3%	3%
ACS Pop. Est.	Total	5,042	5,042
Age	age0-19	24%	24%
	age20-60	43%	43%
	age60plus	33%	33%
Immigration	immigrants	22%	22%
	naturalized	66%	66%
Language spoken at home	english	64%	64%
	spanish	13%	13%
	asian-lang	19%	19%
	other lang	4%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	16%	16%
Education (among those age 25+)	hs-grad	41%	41%
	bachelor	32%	32%
	graduatedegree	18%	18%
Child in Household	child-under18	38%	38%
Pct of Pop. Age 16+	employed	52%	52%
Household Income	income 0-25k	5%	5%
	income 25-50k	6%	6%
	income 50-75k	12%	12%
	income 75-200k	49%	49%
	income 200k-plus	28%	28%
Housing Stats	single family	100%	100%
	multi-family	0%	0%
	rented	9%	9%
	owned	91%	91%
Total population data from the 2020 California Adjustment to the Decennial Census.			
Surname-based Voter Registration and Turnout data from the California Statewide Database.			

City of Laguna Hills
Potential Election Sequencing Example

This document provides a proposed election sequencing schedule for each proposed district as required by Elections Code §11010. As the maps were drawn without consideration of current or potential Councilmembers, these sequences serve as examples only and may be revised after adoption.

1. Map 101

- 2026 Election: Districts 1, 3 & 5
- 2028 Election: Districts 2 & 4

2. Map 102

- 2026 Election: Districts 1, 3 & 5
- 2028 Election: Districts 2 & 4

3. Map 103

- 2026 Election: Districts 1, 3 & 5
- 2028 Election: Districts 2 & 4



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Joe Ames, Interim City Manager
Issue: Agreement with Cityside Fiber to Co-Locate Fiber Optic Cable in the City's Traffic Signal Interconnect Conduits

Recommendation: That the City Council:

1. Approve the License Agreement with Cityside Fiber subject to minor revisions by the Interim City Manager and the City Attorney;
2. Authorize the Interim City Manager to sign the Agreement; and
3. Authorize the use of the official city seal by Cityside Fiber and the Laguna Hills Chamber of Commerce for a ribbon cutting event planned for November 20, 2025.

Background:

Cityside Fiber ("Cityside") was established to provide residential and business internet service to compete with other internet providers, such as Cox Communications. This company has been authorized by the California Public Utilities Commission to operate as a utility company, which means they have a legal right to install their facilities in the public right-of-way. However, they are required to submit construction plans for review and approval and obtain an encroachment permit from the Public Works Department prior to construction of any facilities. To this end, the City has been working with Cityside to focus their first efforts on installations within areas of the City that are scheduled for residential street resurfacing in Summer 2026. Cityside has been working in the areas of the City bounded by Aliso Creek, Paseo de Valencia, Cabot Road, and

Interstate 5. Thankfully, unlike traditional wet utilities, Cityside is using a less invasive installation method via “micro-trenching” which consists of a narrow and shallow trench with dimensions of approximately 2-inches wide by 18-inches deep. This micro-trenching work will be finished with 2-foot minimum wide, 2-inch depth asphalt concrete overlay.

Cityside had planned to trench through the City’s arterial highways to serve as the “backbone” of their fiber optic system to service these residential areas. However, City staff is proposing to enter into a License Agreement with Cityside that is based on a novel partnership approach: In exchange for allowing Cityside to use the City’s traffic signal interconnect conduits along arterial highways for its own fiber optic cable backbone system, Cityside will install dedicated fiber optic cable for exclusive City use, or if space within the conduit does not allow, will dedicate “dark fiber” within Cityside’s proposed fiber optic cable for exclusive use by the City.

The segments of City interconnect conduit contemplated for use by Cityside for its own fiber optic cable, and on which Cityside will install separate, dedicated fiber optic cable for exclusive City use (or will provide dark fiber) include:

- Paseo De Valencia from Alicia Parkway to El Toro Rd (approximately 10,000 lf)
- Alicia Parkway from Moulton Pkwy to Hon Ave (approximately 8,300 lf)
- Moulton Parkway from Alicia Pkwy to La Paz Rd (approximately 3,200 lf)
- La Paz Rd from Moulton Pkwy to McIntyre St (approximately 10,300 lf)

This proposed arrangement has advantages for both the City and Cityside:

- Cityside benefits because using the City’s interconnect conduit lowers Cityside's construction costs.
- The City benefits because less trenching by Cityside will occur on arterial highway pavement thereby preserving the pavement quality on the City’s arterial highways, conduit sharing will eliminate the City's need to mark out the City’s traffic signal interconnect conduit in response to “DigAlert” requests (because Cityside will now be responsible) where Cityside occupies the City's conduits, and finally, and most importantly, Cityside will install dedicated fiber optic cable for the City’s own use.

These dedicated strands of fiber optic cable will be used for traffic signal interconnect (and also for data communications between the Civic Center and Community Center) in lieu of the City installing its own fiber optic cable. Currently, the City’s traffic signal systems are interconnected via copper wire. We are one of the last cities in Orange

County to have this antiquated interconnectivity. The proposed Agreement for Cityside to install exclusive City-use fiber optic cable at no charge to the City will preserve grant funds that will be received from the (now) five grant-funded OCTA Regional Traffic Signal Synchronization Projects, which in turn should make funding available for other unfunded, additional traffic signal improvements. The cost savings associated with Cityside installing fiber optic cable on behalf of the City is estimated at \$260,000 based upon the engineer's cost estimates from the City's consultants currently designing the Regional Traffic Signal Synchronization Projects.

The proposed License Agreement also includes free internet service for the Civic Center and the Community Center, and allows Cityside to locate their main service cabinet on property owned by the City at Paseo de Valencia and Community Center Drive. Cityside Fiber and the Laguna Hills Chamber of Commerce are planning to have a ribbon cutting ceremony at the Community Center for this project on November 20, 2025. In accordance with Chapter 1-12 of the Laguna Hills Municipal Code, the recommendation for this agenda report includes City Council authorization for the use of the city seal for the ribbon cutting event.

Thus, City staff believes the proposed License Agreement is a win-win for the City and Cityside. Accordingly, it is recommended that the City Council approve the License Agreement with Cityside subject to minor revisions by the Interim City Manager and the City Attorney.

Fiscal Impact:

As part of this Agreement, Cityside will pay a one-time license fee of \$15,000 to the City, and Cityside will install dedicated fiber optic cable for the City's use. The cost savings to the City associated with the installation of the dedicated fiber optic cable is estimated to be \$260,000. Therefore, the total benefit to the City is valued at \$275,000.

Attachments:

1. Proposed License Agreement

LICENSE AGREEMENT

Cityside Networks Traffic Signal Interconnect Conduit and Facilities

THIS LICENSE AGREEMENT ("License Agreement") is effective as of this ___ day of _____, 2025 (the "Effective Date"), by and between CITYSIDE NETWORKS, LLC, a Delaware limited liability company (hereinafter "Cityside"), and the CITY OF LAGUNA HILLS, a California municipal corporation (hereinafter "City"). Cityside and City are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Cityside is a telecommunications services provider and a competitive local exchange carrier subject to the jurisdiction of the California Public Utilities Commission under California Public Utilities Code Sections 216, 233 and/or 234, except to the extent limited by applicable law; and

WHEREAS, Cityside has constructed and will continue to construct a fiber optic network infrastructure, including but not limited to conduit, handholes, manholes, fiber optic cables, and other related appurtenances and components ("Fiber System") throughout the State of California, including but not limited to within the City; and

WHEREAS, City owns, operates, and controls certain underground traffic signal interconnect conduit and facilities located in the City, as more particularly depicted in Exhibit "A"; and

WHEREAS, Cityside desires to occupy portions of the City interconnect conduit and facilities with portions of its Fiber System that will be used to support the provision of telecommunication services to existing and future customers throughout the City, including the City; and

WHEREAS, Cityside further desires to occupy portions of City-owned property located at 25555 Alicia Parkway ("Premises") to operate telecommunications equipment as further defined below; and

WHEREAS, City is willing to License City-owned traffic signal interconnect conduits and facilities, and the Premises to Cityside, subject to the terms and conditions in this License Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1. Definitions

“City-Dedicated Fiber” means seventy-two (72) strands of Cityside-installed fiber along the specific routes along the Licensed Conduit where the Cityside Fiber will be installed, as agreed upon by the Parties and depicted in Exhibit “A” for servicing City Public Facilities during the term of this License Agreement and any renewal hereof, including, but not limited to, Cityside Fiber needed to connect City Public Facilities to the City Network. The City-Dedicated Fiber may be installed as a separate fiber optic cable pulled alongside the Cityside Network or dark fiber within said Cityside Network.

“City Network” means the City’s traffic signal interconnect conduit and facilities depicted in Exhibit A, installed in the public rights of way or other real property or City-owned easement within the jurisdictional limits of the City of Laguna Hills.

“City Public Facilities” means City-owned public properties (including, without limitation portions of the public right of way occupied by the City Network, and/or any related equipment and/or buildings on City-owned properties) located within City territorial, jurisdictional and/or proprietary limits, including, but not limited to, municipal office buildings and traffic signals and/or properties or structures owned by public agencies controlled by the City Council of the City of Laguna Hills.

“Equipment” means network infrastructure and components including, but not limited to, gateway or edge electronic device, antenna, node, concentrator, bridge, receiver, transmitter, transceiver, router, switch, hub, communications lines, conduit, cables, handholes, junction boxes, and other related facilities and software.

“Licensed Conduit” means the portion of the City Network depicted in Exhibit “A” licensed to Cityside pursuant to this License Agreement, as further depicted in Exhibit “A” herein.

“Licensed Fibers” means fiber optic strands that will be installed by Cityside in Licensed Conduit that are owned, operated and maintained by Cityside, including the “City-Dedicated Fiber” licensed to the City under this License Agreement.

“Cityside Fiber” means all Cityside-installed fiber.

“Cityside Network” means fiber optic facilities installed by Cityside within the City Network which are capable of providing broadband service delivered to homes and businesses in the City of Laguna Hills.

“Premises” means the 8’ x 4’ area depicted in Exhibit “C” on the City Public Facility located at 25555 Alicia Parkway, Laguna Hills, California currently known as the Laguna Hills Community Center.

Article 2. License

2.1. Subject to the terms and conditions of this License Agreement, City hereby grants to Cityside a nonexclusive revocable license to enter and use the (i) Licensed Conduit at the points and segments depicted in Exhibit B, and (ii) the Premises, to install, operate, repair, lease, maintain, remove its Fiber System and fiber optic network infrastructure. Cityside shall not permit any other person, except Licensee's employees and contractors, to enter or use the Licensed Conduit and the Premises without CITY's prior written consent. Cityside acknowledges and agrees that it is not a tenant on the Licensed Conduit and the Premises, and any rights or benefits which may accrue to Cityside by reason of execution of this License Agreement or use of the Licensed Conduit and the Premises shall solely be those of a licensee and not a tenant.

2.1.1. Cityside expressly acknowledges and agrees to enter onto and use the Licensed Conduit and the Premises without warranty in its "as-is and with all faults" condition. The City makes no representations or warranties whatsoever, whether express or implied, as to the Licensed Conduit and the Premises' condition or suitability for Cityside's use. Cityside expressly acknowledges and agrees that neither the City nor its agents have made, and the City expressly disclaims, any representations or warranties whatsoever, whether express or implied, with respect to the Licensed Conduit and the Premises' physical, structural or environmental condition, the Licensed Conduit and the Premises' present or future suitability for Cityside's intended use(s) or any other matter related to the Licensed Conduit and the Premises. This License Agreement shall not be deemed a warranty of title by the City.

2.1.2. Cityside expressly represents and warrants to the City that Cityside has conducted a reasonably diligent and independent investigation, either for itself or through an agent selected by Cityside, into the Licensed Conduit and the Premises' condition and suitability for Cityside's intended use, and that Cityside relies solely on its due diligence for such determination. In addition to any other conditions that the City may impose on such testing, Cityside shall have the obligation to repair any damage caused by such testing and to restore all affected areas to the condition that existed immediately prior to such testing. Cityside further expressly represents and warrants to the City that Cityside's intended use is the permitted use as defined in this License Agreement.

2.1.3. Except as expressly provided otherwise in this License Agreement, this License Agreement shall not limit, alter, or waive the City's absolute right to use the Licensed Conduit or City Public Facility on which the Premises are located, in whole or in part, as infrastructure established and maintained for the City's and the public's benefit provided that in no event shall City license use of any portion of the Licensed Conduit to another party in the event that the Cityside Fiber is installed without use of innerduct in a Licensed Conduit.

2.1.4 Subject to the terms and conditions of this License Agreement including but not limited to Section 6.8 below, the Licensed Conduit and the Premises include the right on the part of Cityside to install certain communications vaults along the route of the Licensed Conduit ("Cityside Vaults") and telecommunications equipment in the Premises.

Exhibit "B" contains a map depicting the approximate location of the Cityside Vaults. Cityside shall have the right to use the Licensed Conduit by accessing the same at the end points and the access points specified on Exhibit "B". The Licensed Conduit shall at all times be and remain the personal property of the City.

2.1.5. Cityside's facilities shall be located, constructed, operated, and maintained in the time, place, and manner that causes the least interference with the public's use of the public right-of-way, and the rights or reasonable convenience of property owners who adjoin the public right-of-ways, all as determined by and approved by the City Engineer in conformance with the Laguna Hills Municipal Code, including, but not limited to, encroachment permits for public right-of-way work.

2.2. If Cityside discovers damage to a route of the Licensed Conduit or that there is no available Licensed Conduit along a route, it shall notify the City of such damage or non-existence. In the case of damage, Cityside shall install the Cityside Fiber in undamaged conduit, where possible. If no individual Licensed Conduit is undamaged in a particular route, Cityside may opt to not install the Licensed Conduit for that route and this Agreement shall be amended to delete that segment from Exhibit A and Exhibit B. For avoidance of doubt, the Parties agree that in no event shall Cityside be obligated to provide any City-Dedicated Fiber along Licensed Conduit that is not available, is not used by Cityside or that is deleted from Exhibit A and Exhibit B.

2.3 This License Agreement grants Licensee only a non-possessory, non-exclusive and revocable license to enter onto and use the Licensed Conduit and the Premises for the use permitted under this License Agreement. The license shall be revocable only in accordance with the terms and conditions of this License Agreement. Cityside and City expressly acknowledge and agree that: (a) the City retains legal possession and control over the Licensed Conduit and the City Public Facilities upon which the Premises are located for the City's municipal functions; (b) except as specifically provided otherwise in this License Agreement, including but limited to Section 6.9 herein, the City may enter into any agreement with third parties to use and/or occupy the City Network covered by this License Agreement (provided however that in no event shall City license (i) use of any portion of the Licensed Conduit to another party in the event that the Cityside Fiber is installed without use of innerduct in a Licensed Conduit or (ii) use of any portion of a dedicated innerduct space in a Licensed Conduit where Licensed Fibers and Cityside Fiber are installed) and/or other City Public Facilities; and (c) this License Agreement does not create, and will not be deemed to create, any partnership or joint venture between the City and Cityside. Notwithstanding the foregoing, in granting others a similar license for access to and use of such City Network covered by this License Agreement, or for the City's own use, the City agrees that it shall not make or allow a subsequent change to the City Network covered by this License Agreement that materially affects Cityside's ability to use the City Network, or that materially interferes with or degrades the services provided by Cityside.

2.4. Subject to the terms and conditions of this License Agreement, except as otherwise set forth in Section 6.7, Cityside hereby Licenses City-Dedicated Fibers to City.

The City-Dedicated Fibers shall be and remain the personal property of Cityside, until and unless this License Agreement expires or is earlier terminated, in which case, or in the case of abandonment (as described in Article 11), all City-Dedicated Fibers shall be conveyed to the City at no additional cost to the City subject to the conditions in Section 12.2.2.1.

2.4.1. Cityside Equipment. Any Equipment that is owned by or otherwise comprises a part of the Cityside communications network shall be referred to as the "Cityside Equipment." The Cityside Equipment shall remain the property of Cityside. Throughout the Term, Cityside shall be responsible for all maintenance and repair of the Cityside Equipment. Neither City nor any third party acting under City's authority will relocate, modify, tamper with, attempt to repair or otherwise interfere with the Cityside Equipment, except for as otherwise set forth in Articles 11 and 12.

2.4.2. City Equipment. Any Equipment that is owned by or otherwise comprises a part of the City communications network, including any Equipment supplied by the City at a service site in connection with providing the City Network to Cityside shall be referred to as the "City Equipment." Throughout the Term, the City Equipment shall remain the property of City and City shall be responsible for all maintenance and repair of the City Equipment. Except as otherwise provided for in this Agreement, neither Cityside nor any third party acting under Cityside's authority will relocate, modify, tamper with, attempt to repair or otherwise interfere with the City Equipment.

2.4.3 Access. Cityside shall provide City access to the City-Dedicated Fiber at the City Vaults. The Agreement does not include the right of City to own, control, maintain, modify or revise the City-Dedicated Fiber, the right of physical access to the Fiber System (other than the City-Dedicated Fiber at City Vaults), or the right to encumber the Fiber System in any manner, or the right to use other portions of the Fiber System beyond the City-Dedicated Fiber. City shall access and perform splicing of any City-Dedicated Fiber only at the designated access points serving as City Vaults subject to notifying Cityside of proposed splicing activities no less than three (3) business days prior to such proposed occurrence, except in the case of an emergency. City shall notify Cityside of any emergency access within 24 hours. If City, while exercising the rights provided to City under this Agreement or any of its contractors or consultants damages Cityside's Fiber System or any other property owned by Cityside, City shall reimburse Cityside for all of its reasonable and documented cost of repairing the Fiber System. If Cityside, its employees, agents, contractors, consultants, or guests damage any property owned by City, Cityside shall reimburse City for all of its reasonable and documented costs of repairing the property.

2.4.4 Initial Scope of Work. The initial scope of work to be performed by the parties hereto is described in Exhibit "D".

2.5. During the Term, City will have exclusive use of the City-Dedicated Fiber.

Article 3. Consideration

3.1. Administrative Fee. Upon execution of this Agreement, Cityside shall pay City a one-time, non-refundable administrative processing fee in the amount of fifteen thousand dollars (\$15,000.00).

3.2. Internet Service at Civic Center and Community Center. Cityside shall provide a 5 Gig shared internet connection through its business internet services ("BIS") offering and service for use at the Laguna Hills Civic Center and the Laguna Hills Community Center. Cityside will provide the connection to the Fiber System required to the City facilities at both locations. City agrees that the use of the internet service and connection shall be subject to Cityside's terms of service attached hereto as Exhibit "E".

3.3. City-Dedicated Fiber. The Parties acknowledge that other than the one-time fee described in Section 3.1, no monies shall be exchanged for the consideration of the grant of License in the Licensed Conduit and Premises under this License Agreement, which is being licensed in exchange for the City-Dedicated Fiber and internet service described in Section 3.2.

Article 4. Term

4.1. Agreement Term and Termination.

4.1.1. Commencement. The term of this License Agreement ("Initial Term") shall commence on the Effective Date and shall expire ten (10) years following the Effective Date.

4.1.2. Automatic Renewals. Provided that Cityside is not in material default under this License Agreement at the end of the Initial Term (or any Renewal Term, as the case may be) and has the necessary governmental permits, licenses (including a business license issued by the City), and approvals that may lawfully be required by federal, state or local law, statute regulation or ordinance, the License Agreement shall automatically extend for two (2) additional ten (10) year periods, (each a "Renewal Term"), unless Cityside notifies the City in writing of its election not to extend the License Agreement not less than six (6) months prior to the expiration date of the Initial Term or then-current Renewal Term. Each Renewal Term shall be upon the terms, covenants, and conditions of this License Agreement. The Initial Term, plus any Renewal Term(s) shall be collectively referred to as the "**Term.**"

4.1.3. Termination. City may terminate this License Agreement for any material, uncured default under this License Agreement, pursuant to the provisions of Article 10.

Article 5: Permits; Relocation

5.1. Governmental Approvals, Permits and Consents. Cityside at its sole cost and expense, shall obtain and maintain any and all necessary easements, licenses, and

building access agreements, as well as all governmental permits, licenses, easements, franchises and approvals that may lawfully be required by federal, state or local law, statute, regulation or ordinance and shall continuously comply with all such laws, statutes, regulations or ordinances as may now or in the future be applicable to its operation or use of Licensed Conduit or Licensed Fiber. Cityside acknowledges that the City enters this License Agreement in its proprietary capacity as the owner of City Network and nothing in this License Agreement shall: (a) entitle Cityside to or exempt Cityside from any regulatory approvals properly issued by the City in its regulatory capacity and legally required for Cityside's operations; or (b) affect the City's performance of its municipal functions when the City acts in its regulatory capacity. Nothing in this Section 5.2 shall be construed as a limitation to actions against Cityside by third party agencies. Cityside shall indemnify and hold City harmless for any action taken against City by a third-party agency for any action, or failure to act, on the part of Cityside, its contractors, subcontractors, agents, employees, or assigns.

5.2. Relocations. City may relocate all or any portion of the City Network or any of the facilities used or required in providing Cityside with the Licensed Conduit: (1) if a third party with legal authority to do so orders or threatens to order such relocation; (2) in order to comply with applicable laws; (3) to prevent or abate interference with or interruption of the City Network, or an unreasonable risk thereof, due to the existence of physical conditions; (4) in connection with any road resurfacing, widening, realignment or other similar public works that affect the Licensed Conduit; or (5) if it determines that it is required to do so in its reasonable judgment for reasons other than convenience. City shall provide Cityside at least ninety (90) calendar days' prior notice of any such relocation. The costs of relocation of all or any portion of the City Networks or any of the facilities used or required in providing Cityside with the Licensed Conduit shall be borne by City. The cost of relocation of Cityside Fiber shall be borne by Cityside.

Article 6. Use of Premises, Licensed Fiber and Licensed Conduit; Maintenance

6.1. Interference. Pursuant to the rights granted to each of the Parties by this License Agreement, the Parties will be sharing use of the City Public Facility wherein the Premises is located and the City Network and associated facilities during the Term. It is the shared objective of the Parties to minimize, to the extent reasonably feasible, any interference with or interruption in either Party's use of the communications facilities that are the subject of this Agreement. Cityside and the City covenant that (a) each shall exercise its rights and perform its obligations under this Agreement in a manner that reasonably cooperates with the other Party in good faith in order to accomplish the above stated objective, and (b) it shall not use its respective network or facilities in any way that materially interferes with the other Party's use as contemplated by this Agreement.

6.2. Licensed Conduit Maintenance. Cityside shall bear all costs associated with its use of the Licensed Conduit, including without limitation the cost of installation, connection, and maintenance of Cityside's Fiber System. Such installation, maintenance, and repairs shall be performed in a good and workmanlike manner, in accordance with

this License Agreement, and with applicable, manufacturer's specifications, applicable industry standards, and laws and regulations of any federal, state or local government entities, including without limitation OSHA standards, or any agency or instrumentality thereof, having competent jurisdiction over Cityside or the Licensed Conduit including applicable General Orders of the Public Utilities Commission of State of California and any supplements thereto and revisions thereof. Cityside shall permanently identify, by tags or other suitable means, all of its cables and other equipment that are placed by or on behalf of Cityside in or near the Licensed Conduit.

6.3. Damage to Facilities.

6.3.1. Each Party agrees to take all necessary and commercially reasonable precautions to avoid damaging the other Party's facilities, and those of third parties.

6.3.2. Any damage to the facilities caused by Cityside or its agents shall be repaired by Cityside, at Cityside's sole cost, within a reasonable time period. Provided that nothing contained herein shall be deemed to release or limit claims that Cityside may have against any third party arising from or related to such damage to facilities.

6.3.3. If Cityside damages City facilities or facilities owned by third parties within the City Network, Cityside shall immediately notify City and, if the damaged facility is owned by a third party, take reasonable efforts to notify the owner of the damaged facility. If required by City, Cityside shall affect repairs to the damaged facilities within a reasonable time period, based on the nature of the damage conditions at the site.

6.3.4. In the event of damages described in sub-paragraphs 6.3.2 and 6.3.3, above, City may elect to hire a third-party contractor to effect repairs to any damaged facility if Cityside does not commence repairs within a reasonable time period, and present an invoice to Cityside for any actual costs incurred in connection with the damaged facilities, including, but not limited to, staff time costs, traffic control, police services, notification of third parties, and consultant and contractor costs.

6.3.5. For the purposes of this Section 6.3, a "reasonable time period" shall mean that a crew must be mobilized at the repair site within twenty-four (24) hours of the first interruption of services and work diligently and continuously until any outage is resolved.

6.3.6. For clarity, if any damage occurs to the facilities, regardless of cause, and such damage negatively affects including interrupts Cityside's services to end users, Cityside shall have the right to promptly repair such facilities, subject to this terms of this License Agreement, and the parties shall work in good faith within a time period reasonable to both parties to account for ultimate responsibility for the costs to repair such damages.

6.4. No Sub-License. Cityside may not sublicense any Licensed Conduit without the prior express written consent of City, which may be withheld for any or no reason. Nothing herein prevents Cityside from providing Cityside Fiber to a third party. In addition, and

notwithstanding anything herein to the contrary but subject to the limitations on sublicenses in this Section, provided that Cityside's use of the Licensed Conduit does not interfere with the City's use of the City-Dedicated Fiber, Cityside may use the Licensed Conduit for any lawful purpose.

6.5. No Liens. Cityside shall keep the City Network, including the Licensed Conduit (collectively "City Interests") free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on or within said City Interests. Cityside will inform all contractors and material suppliers that provide any work, service, equipment or material to Cityside in connection with the City Interests that the City Interests is public property not subject to any mechanics' liens or stop notices. If any Cityside contractor or material supplier files any lien or similar encumbrance that attaches to any City Interests, Cityside shall promptly (but in no case later than 30 days after discovery) cause such lien or encumbrance to be relicensed. If Cityside does not cause such lien or encumbrance to be relicensed within the 30-day period, the City will have the right, but not the obligation, to cause such lien or encumbrance to be relicensed in any manner the City deems proper, which includes without limitation payment to the lienholder, with or without notice to Cityside. Cityside shall reimburse the City for all costs and expenses incurred to cause such lien or encumbrance to be relicensed (which includes without limitation reasonable attorneys' fees) within 30 days after Cityside receives a written demand from the City together with reasonable documentation to support such costs and expenses.

6.6. Right of Inspection. Upon no less than five (5) business days' prior written notice to Cityside, the City shall have the right to inspect the Licensed Conduit, and City-Dedicated Fibers, and the Cityside Network installed in the Licensed Conduit during the Term.

6.7. Acceptance of Fiber System.

6.7.1 Acceptance Testing. Following the installation of the Fiber System, Cityside shall conduct acceptance testing ("Acceptance Testing") to verify that the Fiber System is installed and operational in accordance with the specifications listed in the Fiber Splicing and Testing Standards, Specifications and Procedures attached hereto as Exhibit F (the "Specifications"). At the time when Cityside notifies City that the Fiber System has been installed and are performing in all respects in accordance with the Specifications, Cityside shall deliver the Acceptance Testing results ("Test Results") to City.

6.7.2 City Obligation to Notify within Evaluation Period. If City determines that the Fiber System has not been installed and/or is not operational in accordance with the Specifications, then within ten (10) days of its receipt of the Test Results (the "Evaluation Period"), City shall notify Cityside that such results are unacceptable and shall specify in reasonable detail the portions of the Fiber System that are out of compliance with the Specifications. Cityside shall promptly take such action as shall be reasonably necessary with respect to such portion of the Fiber System, and complete corrective action as quickly as possible, to bring the installation and operating standards within the Specifications.

After taking corrective action, Cityside shall notify City of the completion of corrective action and shall provide City with prior notice of the Acceptance Testing, and City shall have the right to have representatives present to observe the Acceptance Testing. The cycle described above of testing, taking corrective action and re-testing shall take place as necessary to ensure that the Fiber System operates within the parameters of the Specifications.

6.7.3 **Acceptance Date.** On the date that City either: (i) provides written notice of its acceptance of the Test Results, or (ii) fails to reject the Test Results within the Evaluation Period (as the same may be extended pursuant to the provisions of subsection 6.7.2 above), the Test Results shall be deemed accepted by City and Cityside shall have no further liability to City related to Acceptance Testing (the "Acceptance Date"). The foregoing notwithstanding, no acceptance or deemed acceptance shall constitute a waiver by City of Cityside's obligations of maintenance and repair of the City-Dedicated Fiber.

6.7.4 **Maintenance of Fiber System.** Cityside shall maintain the structural aspects of the Fiber System in good operating condition such that they at all times conform to the Specifications, utilizing sound engineering practices in accordance with the Maintenance and Operations Specifications and Procedures attached hereto as Exhibit G and incorporated herein by reference. Cityside may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services for the maintenance of the Fiber System; however, any delegation or subcontracting by Cityside shall not operate to relieve Cityside of its responsibilities under this Section.

6.8. **Additional Access Points.** Cityside shall have the right, at any time and from time to time during the Term, to establish additional break-out points along the route of the City Network at which Cityside can access its cables located within the City Network, subject to Section 5.2. This right includes the right to install any one or more additional Cityside-owned vaults at said break-out points, and to establish intersection points (using wye splitters or other similar means) at which Cityside may interconnect the City Network with other communications conduit owned, operated, or used by Cityside so that Cityside may splice other fiber strands into any one or more of the Cityside cables located within the City Network. Cityside shall provide the City with reasonable advance notice (of at least ten (10) business days) of Cityside's desire to establish a new break-out point. The Parties shall cooperate in good faith to upon a location, as well as a design and implementation schedule for Cityside's new break-out point and vault, subject to Section 2.1.5.

6.9. **Use Restriction.** The City-Dedicated Fiber provided to the City pursuant to this Agreement is for the sole benefit of the City. The City covenants to Cityside that the City shall not grant to any third party the right, directly or indirectly, to use any of the dark fiber strands, contained within the City-Dedicated Fiber, regardless of whether such grant were to take the form of a license, sublicense, license, sublicense, joint use undertaking, shared use agreement, services swap, or any other form. Nor shall the City use any one or more of the fiber strands contained as part of the City-Dedicated Fiber for commercial purposes that are competitive with Cityside's business (e.g., use the fibers to sell Internet access

services, point-to-point data transport services, VoIP services, Telecommunications Services, etc., to third parties within Cityside's service area). The City understands and agrees that the use restrictions set forth in this Section are material to Cityside; but for the City's agreement to comply with the provisions of this Section, Cityside would not have entered into this Agreement. For purposes of this Section, "Telecommunications Services" means the electronic or optical transmission of information between separate points by prearranged means. Any action in violation of this Section shall constitute a material breach of this License Agreement and shall, in addition to any other remedies available to it, entitle Cityside to terminate use of the affected City-Dedicated Fiber without any liability to City. For avoidance of doubt, Cityside shall be entitled to continued use of the Licensed Conduit that the affected City Fiber is installed in.

6.10. Construction on the Premises. Prior to any construction or improvements being installed by Cityside on the Premises, Cityside shall, at its cost and expense, prepare and deliver to City a design plan and specifications, detailing the location and size of any proposed building on the Premises and describing the proposed construction and work. Prior to the commencement of any installation work, Cityside and City shall agree on the plan and specifications in writing. No work shall commence until City has approved the plan and specifications, which approval shall not be unreasonably withheld or delayed, provided however that, within fifteen (15) days of receiving the plan and specifications, City will either approve the same by signing where indicated in the plan or request modifications. The Parties agree that there may be issues that arise prior to or during the construction that may require revision or addition to the plan. If such changes arise, the Parties agree to jointly agree on any required modifications for resolution of the issue. Cityside and its designated contractors or subcontractors shall perform such construction in a safe manner consistent with generally accepted construction standards and shall obtain, prior to the commencement of any work, necessary construction permits, licenses and approvals.

Article 7: Limitation of Liability and Indemnity

7.1. Limitation of Liability. Notwithstanding any provision of this License Agreement to the contrary, neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential costs, liabilities or damages, whether foreseeable or not, arising out of, or in connection with, such Party's performance of its obligations or its failure to perform under this License Agreement.

7.2. Indemnification. Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its affiliates, officials (elected and appointed), officers, directors, members, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs)(collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or

omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Cityside shall indemnify, defend, release, and hold harmless City and its Indemnitees from and against any third-party claims brought against Cityside in connection with Cityside's (or its end users') unlawful or negligent use of the Licensed Conduit.

7.3. Indemnification Process. If a Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") pursuant to Section 7.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Indemnitees (other than the expense of the Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party of its Indemnitees in connection therewith, provided that without the Indemnified Party's written consent, the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party, which would other adversely affect the Indemnified Party, or which results in less than a full releases of all claims.

7.4. Survival. The provisions of this Article 7 shall survive the expiration or earlier termination of this Agreement for a period of two (2) years.

Article 8: Insurance

8.1. Insurance. During the Term of the Agreement, Cityside shall maintain in force all insurance as follows:

8.1.1. Not less than \$2,000,000 combined single limit liability insurance, on an occurrence basis, for personal injury and property damage, including, without limitation, injury or damage arising from the operation of vehicles or equipment and liability for completed operations, and if a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit;

8.1.2. Workers' compensation insurance in amounts required by applicable law and employers' liability insurance with a limit of at least \$1,000,000 per occurrence per accident for bodily injury or disease. Such insurance shall include an insurer's Waiver of Subrogation in favor of the City;

8.1.3. Automobile liability insurance covering death or injury to any person or persons, or damage to property arising from the operation of vehicles or equipment, with limits of not less than \$1,000,000 per occurrence; and

8.1.4. Any other insurance coverages specifically required of such Party pursuant to City's encroachment permits.

8.1.5 The Parties agree that the coverage requirements set forth in Section 8.1.1 may be met through a combination of primary and excess/umbrella coverage.

Article 9: Notices

9.1. Notices. All notices required to be given hereunder shall be in writing and shall be deemed to be properly served on the same day if delivered personally to the other Party, or on the date three (3) days after being sent by registered or certified mail, postage and charges prepaid, return receipt requested, or the on next business day if sent by a nationally recognized overnight courier, to the Party as set forth below or such other address as a Party may have directed in writing to the other party prior to the mailing of any such notice.

To Cityside:

Cityside Networks, LLC
100 Spectrum Center Drive, Ste. 500
Irvine, CA 92618
Attn: Legal Department

To City of Laguna Hills:

City of Laguna Hills
24035 El Toro Rd.
Laguna Hills, CA 92653
Attn: City Manager

Article 10: Default

10.1. Defined. A “Default” shall be deemed to have occurred under this License Agreement if a Party materially breaches the License Agreement and fails to cure such material breach within thirty (30) days after notice specifying such material breach, provided that if the material breach is of a nature that it cannot be cured within thirty (30) days, a Default shall not have occurred so long as the materially breaching Party has notified the non-defaulting Party and commenced to cure within said time period, and thereafter diligently pursues such cure to completion.

10.2. Remedies. Upon the failure of a Party to timely cure any Default after notice thereof from the other Party and expiration of the above cure periods, then the non-defaulting Party may, subject to the terms of Article 7 (Limitation of Liability) pursue all remedies provided for in this License Agreement and/or any legal remedies it may have under applicable law or principles of equity relating to such Default.

10.3. City Remedies. In addition to the remedies set forth in Section 10.2, if Cityside fails to cure any Default within the cure periods described in Section 10.1 above, City may, in addition to any other remedies that it may have under this License Agreement or by law and equity, in its sole discretion, take the following actions upon sixty (60) calendar days’ notice if the Default is not cured within such (provided that if the breach is of a nature that it cannot be cured within sixty (60) days), a Default shall not have occurred so long as the breaching Party has notified the non-defaulting Party and commenced to cure within said time period, and thereafter diligently pursues such cure to completion:

10.3.1. Disconnect the Licensed Fiber from any end point/terminating point or connecting point; and/or

10.3.2. Terminate this License Agreement.

Article 11: Abandonment

11.1. Abandonment. Should Cityside, for any reason, abandon all or part of its use of the Premises and/or the Cityside Network installed in Licensed Conduit pursuant to this License Agreement, then the below provisions shall apply. "Abandon" shall be defined for the purposes of this License Agreement as failure to use the Premises or the Cityside Network in the Licensed Conduit for more than twelve (12) months, or at such time that written notice of abandonment by Cityside is provided by Cityside. Provided, however, to the extent that such non-use is due in whole or substantial part to circumstances beyond Cityside's control, including without limitation, acts or omissions of the City or its employees or agents, this provision shall not apply.

11.1.1. If City rejects all or a portion of the proposed transfer of abandoned Cityside Network facilities from Cityside, then Cityside shall remove, at Cityside's sole expense, any facilities it proposed to abandon which were rejected by City within ninety (90) days of City's rejection. If the Cityside fails to so remove the abandoned rejected facilities, then City may remove them at Cityside's expense, which shall be paid within thirty (30) days of receipt of the invoice.

11.1.2. At the time of any accepted abandonment, Cityside shall have no further rights with respect to the abandoned facilities. At such time, City shall have the authority to remove, reuse, or resell the abandoned facilities.

Article 12: Termination

12.1. Licensed Fibers, Licensed Conduit, and City-Dedicated Fibers. At the termination of this License Agreement, all rights of Cityside to use the Premises, Licensed Conduit, and all rights of City to use the City-Dedicated Fiber, or any parts thereof, respectively, shall cease. All rights to the use of, in the case of the Licensed Conduit, shall revert to City, and in the case of City-Dedicated Fiber, shall revert to Cityside, without reimbursement of fees or other sums, costs, fees, or expenses previously made. From and after such time, Cityside shall have no further rights or obligations hereunder with respect to the Premises and Licensed Conduit, and City shall have no further rights or obligations hereunder with respect to the City-Dedicated Fiber, unless such rights or obligations are specifically provided herein to survive the Term. Cityside shall be liable to City for any loss, damages or liability of City resulting from Cityside's failure to vacate upon the termination of this License. If Cityside fails to surrender the Premises, Licensed Conduit, or any part thereof upon the termination of the License Agreement despite City's demand to do so, Cityside shall indemnify, defend, protect and hold City harmless from all claims, losses, costs, expenses, damages and liabilities, including attorneys' fees, City incurs as a result of Cityside's failure to surrender.

12.2. Title.

12.2.1. Premises and City Network. It is understood and agreed that City shall maintain legal title to the entire Premises and City Network, including all ancillary facilities and related fixtures necessary to maintain service to City Public Facilities, subject to this License Agreement.

12.2.2. Cityside-Installed Facilities. Except as provided in paragraph 12.2.1 above, title to all Cityside Fiber, the City Dedicated Fiber, and ancillary facilities and related fixtures including Equipment installed by Cityside under this License Agreement ("Cityside-Installed Facilities") shall remain with Cityside and its successors, heirs and assigns throughout the term of this License Agreement and any extension thereof.

12.3. Termination. Upon termination of this License Agreement, the Parties agree that the following steps will be taken:

12.3.1. If the termination occurs after service has begun to customers, the Parties will undertake a transition as contemplated by Section 12.4.

12.3.2. Upon termination of this License Agreement, (i) Cityside shall not remove any Licensed Conduit, ancillary facilities, or related fixtures without the express written approval of City, which the City shall not unreasonably withhold, condition or delay. Any removal of the Licensed Fiber, portions of the Cityside Network or Cityside's facilities or equipment from City right of way shall be at Cityside's own cost; and (ii) City shall not remove any Licensed Conduit, ancillary facilities, or related fixtures without the written approval of Cityside, which Cityside shall not unreasonably withhold, condition or delay.

12.3.3. To the extent that Cityside wishes to leave the Cityside Network or any equipment or property in City locations or right-of-way at the time of termination, it will cooperate with City in doing so in accordance with Article 11.

12.3.4. Upon termination of the License Agreement, if all or any portion of the Cityside Network is to be dedicated to City under the terms of this License Agreement, Cityside agrees to execute any mutually agreeable additional documents that may be reasonably necessary to effectuate the transfer of ownership any Cityside Network to the City.

Article 13: Representations, Warranties and Acknowledgements

13.1. Each Party represents and warrants that:

13.1.1. It has the full right and authority to enter into, execute, deliver and perform its obligations under this License Agreement; and

13.1.2. This License Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles.

13.2. CITY DISCLAIMER OF WARRANTY. EXCEPT AS MAY OTHERWISE BE STATED IN THIS AGREEMENT, THE CITY MAKES NO WARRANTY OF ANY KIND WHATSOEVER EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH HEREIN OR IN THE ATTACHED EXHIBIT(S) CONCERNING THE LICENSED CONDUIT. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE GRANTING PARTY AND ARE EXCLUDED FROM THIS AGREEMENT.

13.3. CITYSIDE DISCLAIMER OF WARRANTY. EXCEPT AS MAY OTHERWISE BE STATED IN THIS AGREEMENT, Cityside MAKES NO WARRANTY OF ANY KIND WHATSOEVER EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH HEREIN OR IN THE ATTACHED EXHIBIT(S) CONCERNING THE LICENSED FIBER. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE GRANTING PARTY AND ARE EXCLUDED FROM THIS AGREEMENT.

Article 14: Force Majeure

Either Party hereto shall be excused from performing any obligation required of it by the terms of this License Agreement, except as to the payment of money, to the extent and for so long that such performance is prevented by acts of God, floods, storms, earthquakes, pandemics, fires, labor disputes, acts of war, restraint of trade or state or federal government, and inability to obtain supplies, manpower or transportation or by any similar cause or causes beyond the Party's reasonable control, provided that such Party gives prompt written notice of the delay and its cause to the other Party.

Article 15: Prevailing Wages

15.1. Prevailing Wages. Cityside acknowledges that City has made no representation, express or implied, to Cityside or any person associated with Cityside regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this License Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720 *et seq.* ("Prevailing Wage Laws"). Cityside agrees with City that Cityside shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed relative to the construction undertaken pursuant to this License Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

15.2. Cityside, on behalf of itself, its successors, and assigns, waives and releases City from any right of action that may be available to any of them pursuant to Labor Code Section 1781 or any similar law. Relative to the waiver and release set forth in this

Section 15.2, Cityside acknowledges the protections of Civil Code Section 1542, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or relicensed party.

By signing below, Cityside knowingly and voluntarily waives the provisions of Civil Code Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section.

Article 16: Miscellaneous Provisions

16.1. No Waiver. No waiver of any right, term or condition of this Agreement by either Party shall be deemed to imply or constitute a further waiver of the same right, term, or condition or of any other right, term or condition of this Agreement, whether of a similar nature or otherwise.

16.2. Severability. If any provision of this License Agreement, in whole or in part, shall be determined to be illegal, invalid or unenforceable, then it is the intention of the Parties hereto that the remainder of this License Agreement shall not be affected unless, in the reasonable written determination of both Parties, such provision is material and essential to the purpose of this License Agreement, in which event both Parties shall have the right to terminate this License Agreement in a writing signed by the duly authorized representatives of both Parties.

16.3. Assignability. Neither Party shall assign (in whole or in part) this License Agreement to any other entity or party without the express written consent of the other Party, which may not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may, without obtaining the consent of the other Party, assign its interest in and to this Agreement to: (i) any entity acquiring such Party, whether through merger or through purchase of substantially all the assets of said Party; or (ii) an affiliate of such Party. Any attempted assignment in violation of this provision shall be void.

16.4. Supplements and Amendments. From time to time, the Parties may execute one or more supplements to this License Agreement, each containing additional terms and conditions applicable to the Licensed Conduit or Licensed Fibers (each a "Supplement"). Upon execution by the Parties each Supplement shall be incorporated into and subject to the terms and conditions set forth in this License Agreement. This License Agreement shall not be amended or modified, except by an instrument in writing, signed by the duly authorized representatives of both Parties hereto.

16.5. Headings. The provision headings used in this License Agreement are intended for reference purposes only, and are not to be given any substantive effect upon the terms of this License Agreement.

16.6. No Third Party Beneficiary. Nothing contained in this License Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this License Agreement and neither this License Agreement nor the performance hereunder shall be deemed to have created a joint venture or partnership between the Parties.

16.7. Taxes. Cityside agrees that it will be solely responsible for the payment of any and all applicable taxes, fees and assessments levied on its ownership, use and maintenance of the Cityside Network, Licensed Conduit, and License Fiber related to this License Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, City hereby advises, and Cityside recognizes and understands, that Cityside's use of the City's rights-of-way, the Licensed Conduit, and /or other non-rights-of-way City property and facilities may create a possessory interest subject to real property taxation and that Cityside may be subject to, and responsible for, the payment of real property taxes levied on such interest. Cityside will co-operate with the Orange County Assessor in providing any information necessary for the Orange County Assessor to make a property tax determination. Additionally, Cityside will indemnify, protect, defend and hold harmless City's Indemnified Parties from and against any and all claims, arising out of, involving, or in connection with the payment of real property taxes for any possessory interest created by this License Agreement.

16.8. Governing Law. This License Agreement shall be governed by the laws of the State of California, without regard to choice of law principles. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this License Agreement will be tried in a court of competent jurisdiction in the County of Orange, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

16.9. Entirety. This License Agreement states the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the subject matter thereof.

16.10 Counterparts. This License Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first set forth above.

CITY OF LAGUNA HILLS, a California
Municipal Corporation

CITYSIDE NETWORKS, LLC, a Delaware
limited liability company

By: _____
Joe Ames,
Interim City Manager

By: _____

:

By: _____
Jennifer Lee, City Clerk

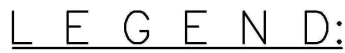
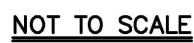
APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: _____
Gregory E. Simonian, City Attorney

EXHIBIT “A”

CITY NETWORK AND LICENSED CONDUIT

See attached.



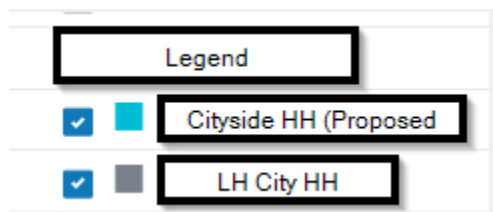
- # TRAFFIC SIGNAL SYSTEM MAP
- ## 4-11-23

LH SIGNAL CIRCUIT MAP 4-11-23.dwg

EXHIBIT "B"
CITYSIDE VAULTS

See attached.

Cityside Vaults







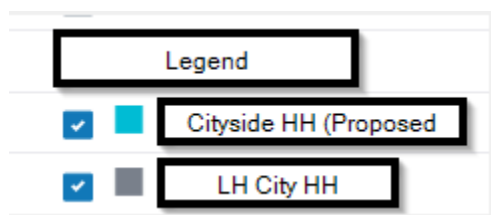
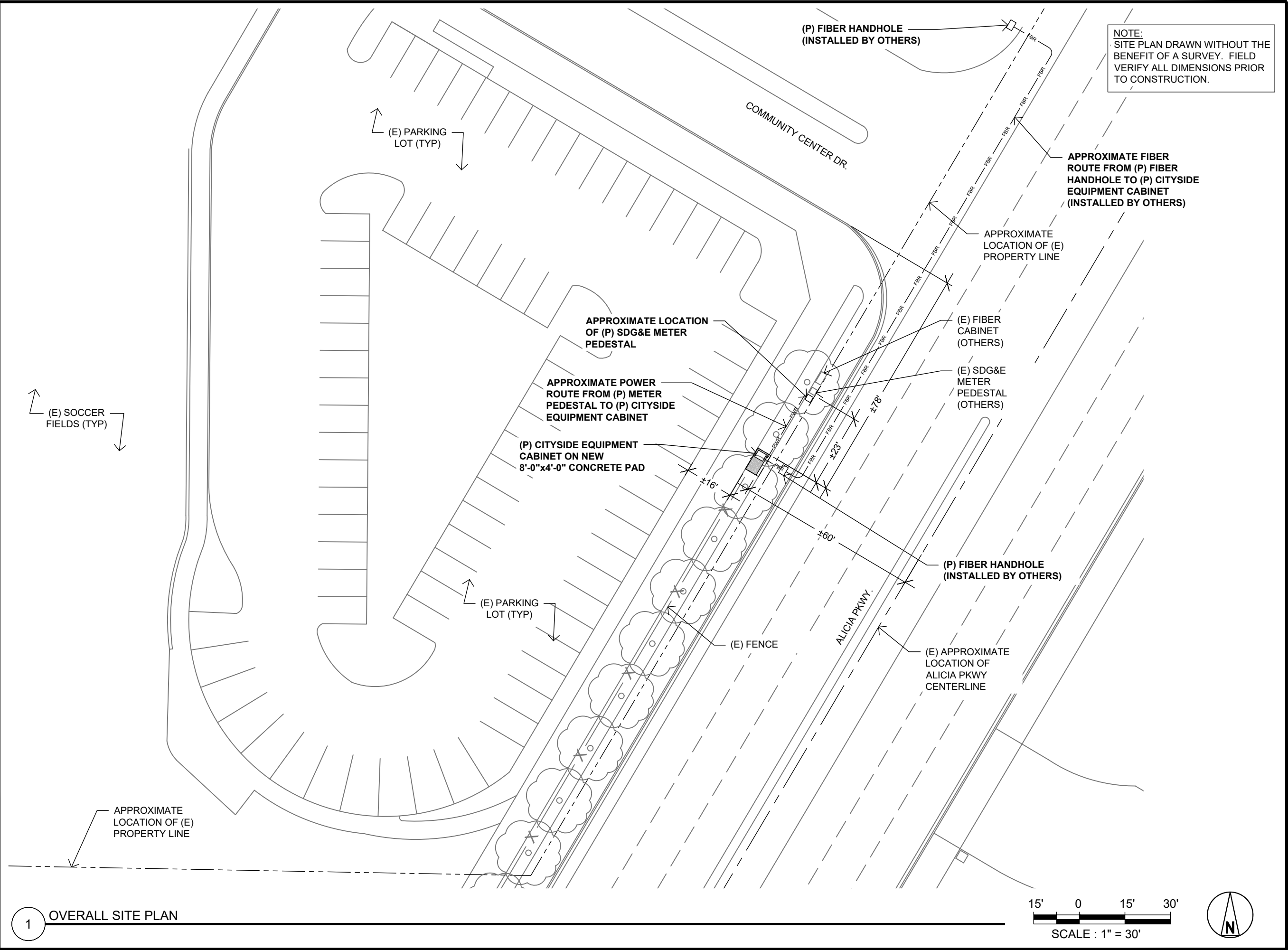


EXHIBIT “C”

DESCRIPTION OF THE PREMISES

See attached.



0	FINAL	KE	01/06/24
A	ISSUED FOR REVIEW	KE	12/23/24
NO.	SUBMITTAL / REVISION	APP'D	DATE

PROJECT NUMBER: CF-24-0005

PROJECT TITLE:

LAGUNA HILLS POP
25555 ALICIA PKWY.
LAGUNA HILLS, CA 92653

ENGINEER STAMP:

DRAWING TITLE:

OVERALL SITE PLAN

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND / OR LOCAL LAWS

DRAWING NUMBER:

A1.0
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EXHIBIT “D”

INITIAL SCOPE OF WORK

City will:

- Provide non-exclusive access to City owned conduit in following locations:
 - Paseo De Valencia from Alicia Parkway to El Toro Rd. (approximately 10,000 l.f.)
 - Alicia Parkway from Moulton Pkwy to Hon Ave. (approximately 8,300 l.f.)
 - Moulton Parkway from Alicia Parkway to La Paz Rd. (approximately 3,200 l.f.)
 - La Paz Rd. from Moulton Parkway to McIntyre Sts (approximately 10,300 l.f.)
- Provide Cityside license to use 8' x 4' area on City Public Facility located at 25555 Alicia Parkway, Laguna Hills, CA, currently known as the Laguna Hills Community Center as depicted in Exhibit “C”

Cityside will:

- Remove existing City copper interconnect cable and provide City 72 strand Single Mode Fiber Optic cable, subject to available space in conduit. If adequate space is not available in conduit, Cityside shall dedicate 72 strands of Cityside installed fiber at following locations:
 - Paseo De Valencia from Alicia Parkway to El Toro Rd. (approximately 10,000 l.f.)
 - Alicia Parkway from Moulton Parkway to Hon Ave (approximately 8,300 l.f.)
 - Moulton Parkway from Alicia Parkway to La Paz Rd. (approximately 3,200 l.f.)
 - La Paz Rd. from Moulton Parkway to McIntyre St. (approximately 10,300 l.f.)
- Damaged or Crushed Conduit:
 - If Cityside discovers damage to a segment of City duct system and is not able to remove existing copper cabling without causing damage in an area that was included in Cityside's planned backbone system, it shall notify City of such damage, and upon City's prior written consent Cityside may repair replace or reroute damage conduit at Cityside's sole cost and expense.

- If Cityside discovers damage to a segment of City duct system and is not able to remove ecopper cabling without causing damage in an area that was **not** included in Cityside's planned backbone system, it shall notify City of such damage and provide City with an estimate to repair, replace or reroute damage conduit. The City may either authorize Cityside to repair, replace or reroute damaged conduit at City's sole cost and expense or cancel work on that segment.
- At signalized intersections, install new #6E pullbox adjacent to homerun/main pull box, splice 12 fiber drop cable to 72 fiber trunk cable (fiber assignments to be provided by City), and terminate all 12 fibers in fiber termination unit within traffic signal cabinet (fiber termination unit is SPH-01P). (Alternatively: Instead of terminating all 12 fibers in fiber termination unit, run 12 fiber cable to traffic signal cabinet and coil 20' of cable in the cabinet.) *All terminations in traffic signal cabinets provided by City.*
- At signalized intersections, install 3" conduit between new #6E pullbox and traffic signal homerun/main pullbox at traffic signal cabinet;
- For City Hall connection, bring 432 cable to communication box on El Toro Road (in CATV vault in front of City Hall, near Regional Center Drive) next to existing splice cabinet. At vault, upgrade vault to #6E pull box to fit splice closure), add splice closure and splice 72 dedicated fiber to 72 dark fiber and bring in 72 cable through existing 4" conduit to City Hall server room. Terminate entire 72 fiber cable in a new fiber termination unit (PCH-04U: This unit is rated for terminating up to 288 fibers – being requested for future City-initiated scope of work.)
- Provide 5 Gigabit business shared internet service to Laguna Hills City Hall (24035 El Toro Road, Laguna Hills, CA) and Laguna Hills Community Center (25555 Alicia Parkway, Laguna Hills, CA)

EXHIBIT “E”

TERMS OF SERVICE FOR INTERNET SERVICE AT LAGUNA HILLS CIVIC CENTER AND LAGUNA HILLS COMMUNITY CENTER

See www.citysidefiber.com/policies for a copy of the terms of service associated with Business Internet Services to be provided to City.

EXHIBIT “F”

FIBER SPLICING AND TESTING STANDARDS, SPECIFICATIONS AND PROCEDURES

1. Fiber and Connector Standards

1.1 Connector Standards

Cityside shall use connectors with a UPC polish. The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed 0.5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed 0.8 dB.

1.2 Field Splice Standards

All splices shall be fusion splices. The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, Cityside is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (reburns) to bring the OOS fiber within specification will be provided. “Fibers” under this Exhibit shall mean the dark fiber provided by Cityside pursuant to the underlying agreement.

1.3 Span Loss

It is Cityside’s responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any “frogs” or fibers that cross in the route will be remedied by Cityside. The attenuation as measured by a light source and power meter shall not exceed the following:

Maximum Allowable Attenuation per Fiber Span = $(A * L) + (0.1 * N) + (0.5 * C)$

A = 0.3 dB per kilometer (at 1550 nm)

L = Optical length of cable measured in kilometers (from OTDR trace)

N = Number of splices in the span

C = Number of mated connector pairs in the span. The connector loss will not exceed 0.5dB per mated pair.

1.4 Reflectance

The maximum reflectance per event, as measured by an OTDR, shall not exceed –40dB.

2. Naming of Traces

OTDR traces taken for bi-directional testing, and the OTDR traces of the pigtail splice must be recorded on floppy diskette and provided to City. To name the traces, each party will provide alpha abbreviations for the sites. The 8-character file name plus 3-character file extension name should follow this example:

First four letters = source point
Letters 5, 6, 7 = Destination point
8th letter = wavelength
Extension = fiber number

Examples:

Springfield to Lebanon at 1550 nm, fiber 96 = sgfdlbn5.096

Springfield to Monett pigtail trace on fiber 1 = sgfdmntp.001

□NOTE: ALL HEADER INFORMATION ON OTDR TRACE MUST BE COMPLETED.

3. Test Packages

Cityside shall provide a package containing the following test data for each fiber. All data provided should be provided to City in digital format.

- A. Bi-directional OTDR span traces taken at 1550 nm.
 - B. An Excel spreadsheet containing the power meter and light source data for both directions at 1550 nm. Should also include the average for each fiber.
 - C. A document identifying splice points with OOS test results. Should also include documentation supporting the three reburn attempts.
- A. The test data shall not include any test of third party connections or any other connections than the Fibers identified in the underlying agreement.

EXHIBIT “G”

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. **“Routine Maintenance”** is all preventive maintenance activities, upgrades and repairs, including but not limited to those activities outlined in this Exhibit.
- b. **“Non-Routine Maintenance”** is all efforts and activities in response to an emergency circumstance which requires restoration.

2. General

- a. Cityside shall provide a means for City to report trouble with the Fibers to trained and qualified personnel on a twenty-four (24) hours a day, (7) seven days a week basis, which may include a Cityside contractor or consultant (**“Technician”**). City shall report trouble to Cityside at Information Systems Helpdesk during normal business hours as defined herein and outside normal business hours in accordance with the escalation list “Operations Escalation List” to be provided. The normal business hours shall mean and refer to the hours between 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Mondays through Fridays, except for Cityside observed holidays and those closed Fridays. Cityside shall dispatch a Technician along the Fiber System to handle and repair problems reported by City or otherwise discovered by Cityside. “Fibers” under this Exhibit shall mean the dark fiber provided by Cityside pursuant to the underlying agreement.
- b. The Technician shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Cityside shall use best efforts to have its Technician at the site requiring an emergency maintenance activity within four (4) hours from notification by City or other discovery by Cityside, whichever occurs first. In the event that the Fibers is spliced to a third party’s fibers, City shall dispatch the third party’s maintenance personnel to determine if the problem is on Cityside’s Fiber System or the third party’s fiber network before Cityside dispatches a Technician to restore the Fibers; however, Cityside’s four (4) hour response interval described in this Section shall not be deferred or extended due to the time taken by the third party to determine the location of the problem.
- c. City shall utilize the Operations Escalation List provided by Cityside, to report and seek immediate initial redress of exceptions noted in the performance of Cityside in meeting maintenance service objectives. Cityside may update the Operations Escalation List from time to time.
- d. Cityside shall take workmanlike care to prevent impairment to the signal continuity and performance of the Fibers. The precautions to be taken by Cityside shall include notification to City. In addition, Cityside shall reasonably cooperate with City in sharing information and analyzing the disturbances regarding the Fibers and/or Fiber System.
- e. Cityside shall notify City at least two (2) days prior to the date of any planned non-emergency maintenance activity. In the event that a Cityside-planned activity is canceled or delayed for any reason as previously notified, Cityside shall notify City at Cityside’s earliest opportunity and will comply with the provisions of the previous sentence to reschedule any delayed activity. Any work on the public right-of-way that may affect or impact public access or traffic circulation shall require an encroachment permit.

f. Non-emergency work that is reasonably expected to produce any signal discontinuity must be coordinated between the parties, and performed in accordance with Scheduled Maintenance Procedures. "**Scheduled Maintenance Procedures**" or "**SMP**" means a pre-arranged period of time reserved for performing certain work on Cityside's Fiber System that may impact communication services. Unless otherwise agreed by City, SMP will be completed after 10:00 p.m. and before 6:00 a.m., local time. Major Fiber System work such as fiber rolls and hot cuts will also be scheduled utilizing SMP.

g. Cityside shall maintain the Fibers in a manner that permits normal operation of the equipment associated with the Fibers. Such maintenance includes, but is not limited to, landscaping, weed control, fence repair, smoke detectors, air conditioning, power, and trash removal.

3. Facilities

a. Cityside shall maintain the Fibers in conformance with the Specifications in a manner that permits normal operation of the Fibers.

b. Cityside shall perform appropriate Routine Maintenance on the Fiber System in accordance with Cityside's then current preventive maintenance procedures that shall not substantially deviate from industry practice and shall be responsible for correcting dysfunction.

4. Fiber System.

a. Cityside shall maintain the Fiber System in good and operable condition and shall repair the fiber in workmanlike manner.

b. Cityside shall perform appropriate routine maintenance on the Fiber System in accordance with Cityside's then current preventative maintenance procedures. Cityside's maintenance procedures shall not substantially deviate from industry practice.

c. Cityside's responsibility ends at demarcation point. Testing would take place from demarcation point A to demarcation location Z.

5. Restoration

a. When restoring a cut fiber, the parties agree to work together to restore all traffic as quickly as possible. Cityside, immediately upon arriving on the site of the cut, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.

b. It will be the responsibility of Cityside and City to report to one another respectively of any known environmental hazards that would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operations.

c. Upon notification of interruption of fiber service, disrepair, impairment or other need for repair or restoration of the Fibers and the location of the damaged Fibers, Cityside shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, to have maintenance personnel at the affected site within four (4) hours after receipt of such notice with the required restoration material and equipment. If City's use of the Fibers is interrupted due to the occurrence of a Force Majeure event, the non-performing

party will contact the other party and repairs and restoration will be made as expeditiously as possible.

d. The requirement for detection of the fault location is “as exact as possible” utilizing test records, fiber documentation, GPS coordinates and OTDR test results of the affected Fibers. Subject to the priorities described above, if City’s use of the Fibers is interrupted due to an occurrence of a Force Majeure event, repairs and restoration shall be made as expeditiously as possible.

e. For purposes of this section, “commercially reasonable efforts” means activities and performances consistent with prudent utility practice, existing contract provisions for Cityside hourly employees, preserving Fiber System integrity, and response times that do not jeopardize the health and safety of the employees and agents of Cityside and City.

f. Cityside maintenance employees or contractors shall be responsible for correcting or repairing fiber discontinuity or damage, including, but not limited to, the emergency repair of the Fibers. Cityside shall use commercially reasonable efforts to repair the Fibers’ traffic-affecting discontinuity as soon as possible after learning of the discontinuity or the service affecting situation.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Retired Annuitant Employment Agreement

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Approving and Authorizing the Interim City Manager to Appoint a Retired Annuitant to Serve as Interim Community Services Director During Temporary Absence of Current Community Services Director."

Background:

The City's Community Services Director, Holland Gannon, will be taking a temporary leave of absence from employment with the City between November 1, 2025 and approximately December 23, 2025, leaving her position open during that time. Currently, there are no internal candidates who have the specialized skills and experience necessary to fill the position of Interim Community Services Director during Community Services Director Gannon's absence.

Fortunately, Karen Crocker, a retired annuitant with specialized skills and previous experience as a Community Services Director, is available and able to serve as Interim Community Services Director during the period of Community Services Director Gannon's absence.

CalPERS has extensive rules relating to the employment of retired annuitants which must be adhered to. Pursuant to Government Code section 21221(g), appointment of retired annuitants is permissible without the reinstatement into the CalPERS retirement system during a period of temporary absence of a regular City employee that does not exceed one year. Therefore, staff is recommending that the Interim City Manager retain Crocker to serve as Interim Community Services Director during Community Services

Dierctor Gannon's absence and to establish the terms and conditions for such retention consistent with the requirements set forth in Government Code sections 21221(g) and 21224, by approving the Retired Annuitant Employment Agreement (Exhibit "1" to the Resolution).

Fiscal Impact:

There is estimated to be no net fiscal impact arising from this action. The addition of an interim position is negated by temporarily removing the permanent director from payroll.

In accordance with the terms of the proposed Retired Annuitant Employment Agreement, Crocker will perform all the duties and responsibilities of the current Community Services Director, will be paid \$90.44 per hour (which does not exceed the hourly rate equivalent of Gannon's annualized salary), will not receive any other benefits, and will not work more than 960 hours in a fiscal year with the City or any other CalPERS participating employer.

Attachments:

1. Proposed Resolution
2. Retired Annuitant Employment Agreement for K. Crocker

RESOLUTION NO. 2025-10-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND AUTHORIZING THE INTERIM CITY MANAGER TO APPOINT A RETIRED ANNUITANT TO SERVE AS INTERIM COMMUNITY SERVICES DIRECTOR DURING TEMPORARY ABSENCE OF CURRENT COMMUNITY SERVICES DIRECTOR

WHEREAS, the City's Community Services Director, Holland Gannon, who is currently on the City's payroll, will be on a temporary approved leave of absence from employment with the City between November 1, 2025 and, approximately, December 23, 2025 ("Absence"), leaving her position available; and

WHEREAS, there are no internal candidates who have the specialized skills and experience necessary to fill the position of Interim Community Services Director during Community Services Director Gannon's Absence; and

WHEREAS, Karen Crocker, a retired annuitant with specialized skills and experience as a Community Services Director is available and able to serve as Interim Community Services Director during the period of Community Services Director Gannon's Absence; and

WHEREAS, pursuant to Government Code section 21221(g), appointment of retired annuitants is permissible without the reinstatement into the CalPERS retirement system during a period of temporary absence of a regular City employee; and

WHEREAS, the City Council desires to retain Crocker to serve as Interim Community Services Director during the Absence and to establish the terms and conditions for such retention consistent with the requirements set forth in Government Code sections 21221(g) and 21224 by approving the attached Retired Annuitant Employment Agreement (**Exhibit "1"**).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Karen Crocker has been selected, based on her specialized skills, to serve as Interim Community Services Director, during Community Services Director Gannon's Absence; Crocker's temporary employment shall be terminated at the end of Community Services Director Gannon's Absence.

SECTION 3. The City Council hereby approves and authorizes the Interim City Manager to execute the Retired Annuitant Employment Agreement, dated October 28, 2025, which employment agreement is attached hereto as **Exhibit "1"** with an agreement effective date of October 28, 2025, and employment beginning on November 1, 2025.

PASSED, APPROVED, AND ADOPTED this 28th day of October 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-10-28-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 28th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

EXHIBIT “1”

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

DATED: OCTOBER 28, 2025

**RETIRED ANNUITANT EMPLOYMENT AGREEMENT
INTERIM COMMUNITY SERVICES DIRECTOR
KAREN CROCKER AND
THE CITY OF LAGUNA HILLS**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Laguna Hills and Karen Crocker (hereinafter referred to as "Crocker"), to be effective October 28, 2025, and is made in reference to the following facts.

A. Holland Gannon, the current Community Services Director, will be going on maternity leave starting November 1, 2025 and anticipates returning on December 24, 2025.

B. The City does not have a current employee that has the skills and experience to perform the duties of the Community Services Director on an interim basis.

C. During Gannon's limited term absence, the City desires to retain a retired annuitant with experience in the field of Community Services to serve as Interim Community Services Director.

D. The Interim City Manager therefore desires to appoint Karen Crocker, a retired annuitant with the requisite experience, as Interim Community Services Director for a limited duration while Gannon is on maternity leave to prevent stoppage of public business.

E. This retired annuitant agreement is entered into pursuant to California Government Code section 21221(g).

THEREFORE, IT IS AGREED AS FOLLOWS:

1.0 Appointment and Scope of Services

1.1 Interim City Manager appoints Karen Crocker as Interim Community Services Director to perform the functions and duties specified in the job description for the position of Community Services Director including but not limited to in-person daily support of the Community Services Department, managing contracts, attending City Council meetings as needed and preparing staff reports for City Council meetings; and other legally permissible and proper duties and functions as the Interim City Manager / City Manager may, from time to time, assign. The position of Interim Community Services Director is at-will and serves at the pleasure of the City Manager.

1.2 Crocker hereby agrees to perform fully and faithfully the functions and duties of Interim Community Services Director specified in the job description for the position of Community Services Director including but not limited to in-person daily support of the Community Services Department, managing contracts, attending City Council meetings as needed and preparing staff reports for City Council meetings; and other legally permissible and proper duties and functions as the Interim City Manager / City Manager may, from time to time,

assign.

2.0 Term of Agreement

The term of this Agreement shall commence on November 1, 2025 and continue in full force and effect until it automatically terminates on December 23, 2025 or upon Gannon's return from maternity leave, whichever is later.

3.0 Pay Rate

3.1 The Interim Community Services Director shall receive compensation at the rate of Ninety Dollars (\$90.43) per hour, payable on a bi-weekly basis.

3.2 The Interim Community Services Director shall not be entitled to receive any benefits of employment provided to City's regular employees, including, but not limited to, group health or medical benefits, life insurance, and vacation and other leave accruals.

4.0 Hours of Work

4.1 The hours of the Interim Community Services Director will not exceed 960 in fiscal year 2025/2026 (even when combined with hours worked for other CalPERS participating agencies). By signing this Agreement, Crocker certifies that she has not reached the 960-hour limit as of the Effective Date of the Agreement and will not reach those hours after working for the City through and including December 23, 2025 (or a later date if Gannon extends her maternity leave).

4.2 Commencing November 1, 2025, Crocker shall work Monday through Friday from 8:00 a.m. through 5:00 p.m. as well as special events on an as needed basis, including but not limited to the tree light ceremony and City Council meetings (upon request of the Interim City Manager).

General Expenses

The City agrees to reimburse Crocker for non-personal expenses reasonably and necessarily incurred in the course and scope of performing her duties. The Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

5.0 Other Terms and Conditions of Interim Employment

The Interim City Manager / City Manager shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to Crocker's performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City Council direction, Municipal Code or any applicable law.

6.0 Compliance with Law

Crocker shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local government in the performance of the duties, which are the subject of this Agreement.

8.0 General Provisions

8.1 The text herein shall constitute the entire Agreement between the parties.

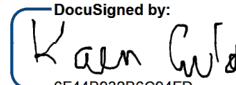
8.2 If any provision, or any portion thereof, contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severed, shall not be affected and shall remain in full force and effect.

CITY OF LAGUNA HILLS

Joseph Ames,
Interim City Manager

Date: _____

INTERIM COMMUNITY SERVICES DIRECTOR

DocuSigned by:

6F44B932B6C94FD...

Karen Crocker

Date: 10/20/2025 | 12:36 PM PDT

APPROVED AS TO FORM

Gregory E. Simonian
City Attorney

Date: _____

ATTEST:

Jennifer Lee,
City Clerk



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: City of Laguna Hills Business Recognition Program

Recommendation: That the City Council:

1. Consider and approve a City Council Policy to establish a Business Recognition Program that acknowledges outstanding Laguna Hills businesses that demonstrate leadership, community impact, innovation, or significant economic contributions, thereby promoting economic vitality and fostering civic pride and
2. Adopt a Resolution entitled, "A Resolution of the City Council of the City of Laguna Hills, California, Adopting City Council Policy No. 370 Entitled "Business Recognition Program."

Background:

At the February 11, 2025, City Council meeting, the City Council requested staff return with information to establish a business recognition program that would support Laguna Hills businesses and encourage economic growth within the community. The primary goal of the business recognition program is increased community visibility and goodwill for participating businesses. A business recognition program can also provide the following benefits to businesses and the community:

- Local Economic Growth. A business recognition program can motivate businesses to perform better, innovate, and engage with the community. Recognized businesses often see an increase in consumer interest, which can lead to higher sales and job creation.

- Community Pride and Engagement. Recognizing local businesses can foster a sense of pride and unity amongst the community. A thriving local businesses environment promotes a sense of accomplishment and can strengthen relationships between business owners, employees, and customers.
- Increased Customers and Visitors. Highlighting a business can serve as a form of advertisement, boosting the reputation of a business and attracting residents who value supporting local commerce.
- Best Practices and Excellence. A formal recognition program sets benchmarks for success, encouraging businesses to follow best practices.
- Partnerships and Collaboration. Business recognition programs can foster collaboration and create networking opportunities for businesses, city officials, and community organizations.
- Business Retention. Most importantly, showing appreciation for businesses may increase retention rates, as local business owners may feel more connected to Laguna Hills and more inclined to stay long-term, knowing their contributions are valued.

General parameters of a program were presented to the Events, Communication, & Beautification Committee on May 14, 2025. The Committee provided input on the program and made a recommendation to bring the program to the City Council for approval for consideration. On May 27, 2025, the City Council provided additional guidance to staff and directed staff to return with a proposed City Council policy for establishing a Business Recognition Program.

As drafted, the proposed City Council Policy, which is attached hereto, would recognize up to six (6) businesses each year on a bi-monthly basis (every other month) centered on each business' contribution to the community. Selected businesses will have demonstrated leadership and innovation, stewardship and community impact, a sustained presence and commitment to Laguna Hills, and/or any other unique quality or special achievement that merits special acknowledgment.

Upon adoption of the proposed policy, City staff will publish a webpage with information about the Business Recognition Program and provide opportunities for community nomination via an online form and email. Staff will review the nominations for eligibility and present the eligible nominees to the Economic Development

Committee for selection. The selected business will receive a Certificate of Recognition presented at the next available, regular City Council meeting. The Mayor or his/her designated Council Member and Laguna Hills Chamber of Commerce representative will also visit the business. Additional public recognition of the business will be published on the City's official communication channels, including the Roundup Newsletter and social media platforms. The business and their biography will also be highlighted on the City website for two (2) months. Staff anticipates the City Council recognizing its first business under this program at the December 9, 2025, regular City Council meeting.

Attachments:

1. Proposed Resolution
2. Proposed City Council Policy No. 370
3. City Council Staff Report May 27, 2025

RESOLUTION NO. 2025-10-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING CITY COUNCIL POLICY NO. 370 ENTITLED "BUSINESS RECOGNITION PROGRAM"

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City Council may establish City Council Policies for providing procedures, direction and guidelines to the City Manager for the administration, operation, and general health, safety, and welfare of the City; and

WHEREAS, the City Council recognizes the vital role that local businesses play in supporting the economic health, vibrancy, and overall quality of life within the community; and

WHEREAS, local businesses contribute significantly to the City through job creation, innovation, provision of essential goods and services, community engagement, and support of civic initiatives; and

WHEREAS, the City Council desires to encourage leadership, economic resilience, community service, and long-term commitment among businesses operating within the City; and

WHEREAS, the City Council finds and determines that the establishment of a formal Business Recognition Program would serve as an important tool for the City to spotlight and publicly commend businesses that contribute positively to the local economy and the well-being of residents; and

WHEREAS, the City Council believes that such recognition not only honors deserving businesses but also encourages others to strive for excellence and deeper community involvement; and

WHEREAS, the City Council desires to formally recognize and celebrate the achievements of its local business community through the establishment of a structured, transparent, and inclusive Business Recognition Program that aligns with the City's strategic goals related to economic development, stewardship, innovation, and community engagement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. City Council Policy No. 370, entitled, "Business Recognition Program," is hereby approved and adopted as set forth in Exhibit "A," a copy of which is attached hereto and is incorporated herein by reference.

PASSED, APPROVED AND ADOPTED this 28th day of October 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-10-28-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 28th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Exhibit A
City Council Policy No. 370
Business Recognition Program

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY

SUBJECT: BUSINESS RECOGNITION PROGRAM
POLICY No. 370

Effective Date:

Last Revision:

PURPOSE:

To establish a formal Business Recognition Program that acknowledges outstanding Laguna Hills businesses that demonstrate leadership, community impact, innovation, or significant economic contributions, thereby promoting economic vitality and fostering civic pride.

POLICY:

ELIGIBILITY CRITERIA

To be eligible for recognition, a business must:

1. Operate at a physical location within the City of Laguna Hills (post office boxes are ineligible).
2. Employ at least two (2) individuals.
3. Maintain a valid Certificate of Use and Occupancy, if operating in a commercial location.
4. Be in good standing with all applicable City codes, ordinances, and regulations, with no outstanding or active code enforcement violations.
5. Not a previous award recipient within the last three (3) years.

NOMINATION AND SELECTION PROCESS

1. Nominations:
 - a. May be submitted by any person, resident, community group, organization, or member, or by the business itself, via email or online form on the City website. Self-nominations are acceptable.
 - b. Each nomination must include a brief narrative explaining how the business meets at least one of the following criteria:
 - LEADERSHIP/INNOVATION – Businesses recognized under this criterion demonstrate visionary thinking and proactive leadership within their respective industries. These businesses are distinguished by their commitment to operational excellence, continuous improvement, and the pursuit of innovative solutions

that drive success and progress. They may be industry pioneers in adopting new technologies, practices, or strategies that enhance efficiency, sustainability, or customer satisfaction. Their forward-thinking approach and dedication to innovation set them apart as leaders within their fields and as invaluable assets to the economic vitality of the City of Laguna Hills.

- STEWARDSHIP/COMMUNITY IMPACT – This criterion acknowledges businesses that make significant, positive contributions to the Laguna Hills community. Such businesses actively engage in civic activities, support local nonprofit organizations, or participate in community initiatives through volunteerism, sponsorships, and in-kind contributions. They foster a culture of employee engagement and social responsibility, encouraging their workforce to support causes and initiatives that enhance the community's well-being. These businesses exemplify good corporate citizenship and strengthen the social fabric of the City.
- HERITAGE – Businesses recognized under this criterion demonstrate a sustained presence and long-term commitment to the City of Laguna Hills. They have established themselves as integral members of the local economy, navigating evolving market conditions and consistently providing valued products, services, or employment opportunities over many years. Their longevity reflects their resilience, adaptability, and dedication to the community's success, making them foundational contributors to the City's identity and economic stability.
- OTHER – This criterion provides for the recognition of businesses whose unique qualities, exceptional achievements, or noteworthy services do not fall specifically within the above categories yet merit special acknowledgment. Examples may include unique customer service practices, significant cultural or artistic contributions, innovative marketing campaigns, exemplary environmental stewardship, or extraordinary dedication to customer satisfaction. This category ensures that the City of Laguna Hills can honor and celebrate the full spectrum of business excellence and innovation within the community.

2. Review and selection:

- a. City staff shall conduct an initial eligibility review of nominations.
- b. Eligible nominations shall be forwarded to the City's Economic Development Committee. Awardees will be selected by the Committee in collaboration with partners from the Laguna Hills Chamber of Commerce.
- c. Nominees not selected may be re-nominated and considered in future cycles.

FREQUENCY OF RECOGNITION

The City shall recognize up to six (6) businesses per calendar year on a bimonthly basis (every other month).

RECOGNITION COMPONENTS

Recognized businesses shall receive:

1. A Certificate of Recognition presented at the next available, regular City Council meeting.
2. A site visit conducted by the Mayor or his/her designated Council Member, accompanied by a Laguna Hills Chamber of Commerce representative.
3. Public recognition through the City's official communication channels, including the Roundup Newsletter and social media platforms. The business will be highlighted on the City website with a biography for two (2) months.

ADMINISTRATION

This program shall be coordinated by the Community Development Department. Program logistics, outreach, and communications shall be developed and administered in a resource-efficient and equitable manner.

REVIEW

This policy shall be reviewed periodically by the City Council to assess program effectiveness, equity, and relevance, and may be modified as needed.

ATTACHMENTS:

- NONE



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 27, 2025
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: Business Recognition Program

Recommendation: That the City Council review and discuss the proposed business recognition program and provide direction to staff regarding the adoption of a business recognition program.

Background:

At the February 11, 2025, City Council meeting, the City Council requested staff return with information to establish a business recognition program that would support Laguna Hills businesses and encourage economic growth within the community. Business recognition programs are generally designed to highlight outstanding businesses, provide public recognition, and foster a sense of community pride and engagement. As with any initiative, such programs come with advantages and potential drawbacks. This report briefly outlines the key benefits and potential issues of establishing a business recognition program.

The primary goal of a business recognition program is increased community visibility and goodwill for participating businesses. Business recognition programs can also provide the following benefits to businesses and the community:

- **Local Economic Growth.** A business recognition program can motivate businesses to perform better, innovate, and engage with the community. By offering public recognition, the program encourages businesses to strive for excellence, which in turn can help improve the local economy. Recognized businesses often see an increase in consumer interest, which can lead to higher sales and job creation.

- **Community Pride and Engagement.** Recognizing local businesses can foster a sense of pride and unity amongst the community. A thriving local business environment promotes a sense of accomplishment and can strengthen relationships between business owners, employees, and customers.
- **Increased Customers and Visitors.** Business recognition programs can make local businesses stand out in the marketplace, leading to increased visibility and more customers. Highlighting a business can serve as a form of advertisement, boosting the reputation of a business and attracting residents who value supporting local commerce.
- **Best Practices and Excellence.** A formal recognition program sets benchmarks for success, encouraging businesses to follow best practices. The program can highlight exemplary businesses that operate with community engagement or innovation, encouraging others to follow suit and adopt similar practices.
- **Partnerships and Collaboration.** Business recognition programs can create networking opportunities for businesses, city officials, and community organizations. These programs can help foster collaboration between public and private sectors, creating opportunities for partnerships that benefit the Laguna Hills economy.
- **Business Retention.** Showing appreciation for businesses may increase retention rates, as local business owners may feel more connected to Laguna Hills and more inclined to stay long-term, knowing their contributions are valued.

A business recognition program is generally perceived as beneficial to the community, it has the potential to have difficulties if not developed properly. Some drawbacks may include:

- **Potential for Perceived Bias or Favoritism.** If the selection process for awardees is not transparent or fair, businesses may feel overlooked or discounted. The recognition may inadvertently favor businesses with better resources, leaving out small or newer companies that could benefit from the publicity.
- **Resource Intensive.** Organizing and maintaining a business recognition program can require significant time, money, and resources if not implemented in an effective and resourceful manner. Staff must be dedicated to the administration of the program, which includes developing criteria, evaluating businesses, and publicizing the recognized business.
- **Equity Concerns.** The criteria used to select award winners might not be inclusive of all types of businesses. For example, certain sectors or industries may not be eligible for recognition based on the program's criteria. This could create a perception of inequality and alienate certain segments of the business

community. This could perpetuate inequalities if not carefully managed.

Additionally, staff conducted a brief survey of Orange County cities that implement a business recognition or similar type of program for effectiveness and comparability purposes. When developing the following program guidelines, staff was mindful of creating eligibility criteria that would celebrate the benefits listed above while avoiding some of the drawbacks that can be associated with business recognition programs.

Proposed Business Recognition Program

1. Eligibility

Business shall:

- Have a physical address within the City of Laguna Hills.
- Employ at least two employees.
- Posses a valid Certificate of Use & Occupancy, if located in a commercial location.
- Be in compliance with the Laguna Hills Municipal Code regulations and requirements and have no active code enforcement violations on record.

2. Selection Process

- Nomination submitted by the City Council or Community via email or web-based form with brief narrative.
- Self-nominations are acceptable.
- Unselected nominees may be nominated for future awards.
- Nomination shall include a narrative that states how the business meets at least one of the following merits
 - **Leadership/Innovation** – Inspires other businesses in the community; delivers new thinking in the marketplace; Raises the bar and showcased Laguna Hills as an area of thoughtful, innovative industry leaders;
 - **Stewardship/Community Impact** – proven contributions to the enhancement of the community; engages and gives back to the community but values a strong workforce as part of the culture and values of the organization;
 - **Heritage** – Longevity and history; demonstrated consistent stability and contributed significantly to the economic development of the Laguna Hills community; and/or
 - **Other** – Narrative to include how the business has a unique or remarkable contribution or quality that should be recognized.

- Selection Committee
 - City staff will conduct an initial review for eligibility and recommendation for award.
 - Final nominations brought to a City Council appointed committee for selection with input from Chamber of Commerce.

3. City Recognition

- Businesses shall be selected on a bimonthly (every other month) basis, for a total of six (6) businesses/year.

4. Deliverables

- Certificate of Recognition from the City Council at a City Council meeting
- Site tour of businesses by Mayor or City Council Member and Chamber of Commerce representative
- Spotlight in Roundup, City Website, & City Social Media Outlets

The draft program was presented to the Events, Communication, & Beautification Committee on May 14, 2025. The Committee provided input on the program and made a recommendation to bring the program to the City Council for approval for consideration.

Fiscal Impact:

As currently proposed, implementation of the proposed Business Recognition Program will result in no fiscal impact.

Recommendation

Staff recommends that the City Council review and discuss the proposed business recognition program and provide direction to staff regarding the adoption of a business recognition program.

Attachments:

None



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Bill Burk, Chief of Police Services
Issue: Public Safety Update

Recommendation: That the City Council receive an update on public safety activities.

Background:

Chief of Police Services, Captain Burk, will provide a report to the City Council on recent public safety activities in Laguna Hills.

Fiscal Impact:

There is no fiscal impact associated with receiving this report.

Attachments:

None



City of Laguna Hills City Council / Planning Agency Staff Report

Date: October 28, 2025
To: Mayor and Council Members
From: Kayle McDonald, Deputy City Clerk
Issue: Committee Assignment Report

Recommendation: That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

Background:

The following are recent meetings and events attended by the City Council for their City Council Committee Assignments.

[Transportation Corridor Agencies \(TCA\)](#)

[Board of Directors](#)

Council Member Pezold

October 16, Joint Board Meeting

[Orange County Mosquito and Vector Control District \(OCMVCD\)](#)

Board of Trustees

Council Member Pezold

October 16, Regular Meeting

[Orange County Transportation Authority \(OCTA\)](#)

[Citizens Advisory Committee](#)

Council Member Wheeler

October 21, Regular Meeting

[Orange County Public Libraries](#)

Library Advisory Board

Council Member Wheeler

October 23, Regular Meeting

Fiscal Impact:

The City does not provide any additional compensation to City Council Members for serving on outside agency board or committees.

Attachments:

None